



भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

साप्ताहिक
WEEKLY

सं० 25]

नई दिल्ली, जून 12—जून 18, 2005, शनिवार/ज्येष्ठ 22—ज्येष्ठ 28, 1927

No. 25]

NEW DELHI, JUNE 12—JUNE 18, 2005, SATURDAY/JYAISTHA 22—JYAISTHA 28, 1927

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 3 जून, 2005

का. आ. 2103.—केन्द्रीय सरकार, एतद्वारा, दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम संख्या 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए असम राज्य सरकार की दिनांक 16-12-2004 की अधिसूचना संख्या पी. एल. ए. (v) 50/2004/60 द्वारा प्राप्त असम राज्य सरकार की सहमति से भारतीय दंड संहिता की धारा 120B/379/471 के अंतर्गत पुलिस थाना आमगुडी, जिला सिबसागर में दिनांक 01-05-2004 को दर्ज प्रथम सूचना रिपोर्ट 27/04 के मामले के अन्वेषण और उक्त अपराधों से संबंधित प्रयासों, दुष्प्रेरणों तथा षडयंत्रों एवं/अथवा उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किन्हीं अन्य अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण असम राज्य पर करती है।

[सं. 228/39/2004-ए.वी.डी.-II(i)]

चन्द्र प्रकाश, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES
AND PENSIONS

(Department of personnel and Training)

New Delhi, the 3rd June, 2005

S.O. 2103.—In exercise of the powers conferred by Sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No.25 of 1946), the Central Government with the consent of State Government of Assam, vide Notification No.PLA (V) 50/2004/60 dated 16.12.2004 hereby extends the powers and jurisdiction of members of the Delhi Special Police Establishment to the whole of the State of Assam for the investigation of the case FIR 27/04 dated 1/5/2004 U/s 120B/379/471 IPC registered at Police Station Amguri, Distt. Sibsagar and any other offence or offences, attempts, abetments and conspiracy in relation to or in connection with the said offence or offences committed in the course of the same transaction arising out of the same facts.

[No. 228/39/2004-AVD-II(i)]

CHANDRA PRAKASH, Under Secy.

नई दिल्ली, 3 जून, 2005

का. आ. 2104.—केन्द्रीय सरकार, एतद्वारा, दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम संख्या 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए असम राज्य सरकार की दिनांक 16-12-2004 की अधिसूचना संख्या पी. एल. ए. (v)50/2004/61 द्वारा प्राप्त असम राज्य सरकार की सहमति से पी.डी.पी.पी. अधिनियम की धारा 3(2) के साथ पठित धारा 379/482/411 के अंतर्गत पुलिस थाना, पुलिबोर, जिला जोरहाट में दिनांक 2-5-2003 को दर्ज प्रथम सूचना रिपोर्ट संख्या 0091/03 के मामले में अन्वेषण और उक्त अपराधों से संबंधित प्रयासों, दुष्करियों तथा षडयंत्रों एवं/अथवा उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किन्हीं अन्य अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण असम राज्य पर करती है।

[सं. 228/39/2004-ए.वी.डी.-II(ii)]

चन्द्र प्रकाश, अवर सचिव

New Delhi, the 3rd June, 2005

S.O. 2104.—In exercise of the powers conferred by Sub-section s (1) of section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of State Government of Assam, vide Notification No. PLA(V)50/2004/61 dated 16-12-2004 hereby extends the powers and jurisdiction of members of the Delhi Special Police Establishment to the whole of the State of Assam for investigation of the case registered at Police Station, Pulibor, Distt. Jorhat vide FIR No. 0091/03 dated 2-5-2003 under Section, 379/482/411 read with Section 3(2) PDPP Act and any other offence or offences, attempts abetments and conspiracy in relation to or in connection with the said offence or offences committed in the course of the same transactions arising out of the same facts.

[No. 228/39/2004-AVD.II(ii)]

CHANDRA PRAKASH, Under Secy.

नई दिल्ली, 3 जून, 2005

का. आ. 2105.—केन्द्रीय सरकार, एतद्वारा, दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम संख्या 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए असम राज्य सरकार की दिनांक 16-12-2004 की अधिसूचना संख्या पी. एल. ए. (v)50/2004/62 द्वारा प्राप्त असम राज्य सरकार की सहमति से ई.सी. अधिनियम की धारा 7 और पेट्रोलियम अधिनियम की धारा 23/24 के साथ पठित भारतीय दंड संहिता की धारा 120ख/379/411/468/471/472 के अंतर्गत पुलिस थाना, डेरगांव, जिला गोलाघाट में दिनांक 22-08-2003 को दर्ज प्रथम सूचना रिपोर्ट संख्या 0175/2003 के मामले में अन्वेषण और उक्त अपराधों से संबंधित प्रयासों, दुष्करियों तथा षडयंत्रों एवं/अथवा उसी संव्यवहार के अनुक्रम में

किए गए अथवा उन्हीं तथ्यों से उद्भूत किन्हीं अन्य अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण असम राज्य पर करती है।

[सं. 228/39/2004-ए.वी.डी.-II(iii)]

चन्द्र प्रकाश, अवर सचिव

New Delhi, the 3rd June, 2005

S.O. 2105.—In exercise of the powers conferred by Sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of State Government of Assam, vide Notification No. PLA (V) 50/2004/62 dated 16-12-2004 hereby extends the powers and jurisdiction of members of the Delhi Special Police Establishment to the whole of the State of Assam for the investigation of the case FIR No. 0175/2003 dated 22-08-2003 under Section 120B/379/411/468/471/472 IPC read with Section 7 of EC Act and Section 23/24 of Petroleum Act registered at Police Station, Dergaon, Distt. Golaghat and any other offence or offences, attempts, abetments and conspiracy in relation to or in connection with the said offence or offences committed in the course of the same transactions arising out of the same facts.

[No. 228/39/2004-AVD II(ii)]

CHANDRA PRAKASH, Under Secy.

नई दिल्ली, 3 जून, 2005

का. आ. 2106.—केन्द्रीय सरकार, एतद्वारा, दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम संख्या 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए असम राज्य सरकार की दिनांक 16-12-2004 की अधिसूचना संख्या पी. एल. ए. (v)50/2004/63 द्वारा प्राप्त असम राज्य सरकार की सहमति से ई.सी. अधिनियम की धारा 7(1) और पेट्रोलियम अधिनियम की धारा 22/24 के साथ पठित भारतीय दंड संहिता की धारा 120ख/379/471/472 के अंतर्गत पुलिस थाना, कामर गांव, जिला गोलाघाट में दिनांक 15-04-2004 को दर्ज प्रथम सूचना रिपोर्ट संख्या 0032/04 के मामले में अन्वेषण और उक्त अपराधों से संबंधित प्रयासों, दुष्करियों तथा षडयंत्रों एवं/अथवा उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किन्हीं अन्य अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण असम राज्य पर करती है।

[सं. 228/39/2004-ए.वी.डी. II(iv)]

चन्द्र प्रकाश, अवर सचिव

New Delhi, the 3rd June, 2005

S.O. 2106.—In exercise of the powers conferred by Sub-section (1) of Section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of State

Government of Assam, vide Notification No. PLA (V) 50/2004/63 dated 16-12-2004 hereby extends the powers and jurisdiction of members of the Delhi Special Police Establishment to the whole of the State of Assam for the investigation of the case FIR No. 0032/2004 dated 15-04-2004 under Section 120B/379/471/472 IPC read with Section 7(1) of EC Act. r/w 22/24 of Petroleum Act registered at Police Station, Kamargaon, Distt. Golaghat and any other offence or offences, attempts, abetments and conspiracy in relation to or in connection with the said offence or offences committed in the course of the same transactions arising out of the same facts.

[No. 228/39/2004-AVD. II(iv)]

CHANDRA PRAKASH, Under Secy.

नई दिल्ली, 3 जून, 2005

का. आ. 2107.—केन्द्रीय सरकार, एतद्वारा, दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम संख्या 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए असम राज्य सरकार की दिनांक 16-12-2004 की अधिसूचना संख्या पी. एल. ए. (V) 50/2004/64 द्वारा प्राप्त असम राज्य सरकार की सहमति से लोक सम्पत्ति क्षति निवारण अधिनियम, 1984 की धारा 3(2)(ख) के साथ पठित भारतीय दंड संहिता की धारा 379/427 और ई.सी. अधिनियम की धारा 7 के अंतर्गत पुलिस थाना धर्मतुल, जिला मोरी गाँव में दिनांक 15-04-2002 को दर्ज प्रथम सूचना रिपोर्ट संख्या 0013/02 के मामले में अन्वेषण और उक्त अपराधों से संबंधित प्रयासों, दुष्प्रेरणों तथा षडयंत्रों एवं/अथवा उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किन्हीं अन्य अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण असम राज्य पर करती है।

[सं. 228/39/2004-ए.वी.डी.-II(v)]

चन्द्र प्रकाश, अवर सचिव

New Delhi, the 3rd June, 2005

S.O. 2107.—In exercise of the powers conferred by sub-section (1) of Section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of State Government of Assam, vide Notification No. PLA (V) 50/2004/64 dated 16-12-2004 hereby extends the powers and jurisdiction of members of the Delhi Special Police Establishment to the whole of the State of Assam for the investigation of the case FIR No. 0013/2002 dated 15-04-2002 under Section 379/427 IPC read with Section 3(2)(B) or Prevention of Damaged to Public Property Act, 1984 and Section 7 of EC Act at Police Station, Dharamtul, Distt. Morigaon and any other offence or offences, attempts, abetments and conspiracy in relation to or in connection

with the said offence or offences committed in the course of the same transactions arising out of the same facts.

[No. 228/39/2004-AVD. II(v)]

CHANDRA PRAKASH, Under Secy.

नई दिल्ली, 6 जून, 2005

का. आ. 2108.—केन्द्रीय सरकार, एतद्वारा, दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम संख्या 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तमिलनाडु राज्य सरकार की दिनांक 31-12-2004 की जी. ओ. एम. संख्या 1452 गृह (पुलिस- VII) विभाग द्वारा प्राप्त तमिलनाडु राज्य सरकार की सहमति से पोर्टब्लेयर से चेन्नई में आर्गन पाइप कोरल (प्रवाल), सी क्यूकम्बर जैसे संरक्षित समुद्री वन्य जीवन वस्तुओं के गैर कानूनी नौभार (शिपमैन्ट) के बारे में वन्य जीवन (संरक्षण) अधिनियम, 1972 (1972 का केन्द्रीय अधिनियम 53) की धारा 50 की उप धारा (4) के अंतर्गत वन्य जीवन निरीक्षक, क्षेत्रीय उप निदेशक (वन्य जीवन संरक्षण) कार्यालय, दक्षिणी क्षेत्र, चेन्नई द्वारा महानगर दंडाधिकारी XVI, जार्ज टाउन की अदालत में दायर मामला संख्या 732/2003 के संबंध में अपराधों के अन्वेषण और उपर्युक्त मामले से संबंधित प्रयासों, दुष्प्रेरणों तथा षडयंत्रों एवं/अथवा उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किन्हीं अन्य अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण तमिलनाडु राज्य पर करती है।

[सं. 228/29/2005-ए.वी.डी.-II]

चन्द्र प्रकाश, अवर सचिव

New Delhi, the 6th June, 2005

S.O. 2108.—In exercise of the powers conferred under Section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of State Government of Tamil Nadu, vide G.O. Ms. No. 1452, Home (Police-VII) department dated 31-12-2004, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Tamil Nadu for the investigation of offence (s) relating to the case No. 732 of 2003 in the Court of XVI Metropolitan Magistrate, George Town, Chennai filed by the Wild Life Inspector, Office of the Regional Deputy Director (Wild Life Preservation), Southern Region, Chennai under Sub-section (4) of Section 50 of the the Wild Life (Protection) Act, 1972 (Central Act 53 of 1972) relating to illegal shipment of protected Marine Wild Life items, such as Organ Pipe Corals, Sea Cucumbers, etc., from Port Blair to Chennai and other offence (s) or attempt, abetments and conspiracy in relation to or in connection with the said offence (s)

committed in course of the same transactions or arising out of the same fact or facts in relation to the aforesaid case.

[No. 228/29/2005-AVD-II]

CHANDRA PRAKASH, Under Secy.

नई दिल्ली, 9 जून, 2005

का. आ. 2109.—केन्द्रीय सरकार, एतद्वारा, दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम संख्या 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए गोवा राज्य सरकार, सतर्कता निदेशालय, पणजी की अधिसूचना सं. 13-11-87-वीआईजी दिनांक 4 फरवरी, 2005 द्वारा प्राप्त गोवा राज्य सरकार की सहमति से संलग्न सूची में उल्लिखित अपराधों और उपर्युक्त अपराधों से संबंधित अथवा संसक्त प्रयत्न, दुष्प्रेरण और षडयंत्र तथा उसी संयवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किन्हीं अन्य अपराध/अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण गोवा राज्य पर करती है।

अपराधों की सूची

(क) भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 34, 114, 120-बी, 121, 121-ए, 122, 123, 124, 124-ए, 128, 129, 130, 131, 132, 133, 134, 135, 136, 138, 140, 143, 147, 148, 149, 153-ए, 153-बी, 161, 162, 163, 164, 165, 165-ए, 166, 167, 168, 169, 171-ई, 171-एफ, 182, 186, 188, 189, 190, 193, 196, 197, 198, 199, 200, 201, 204, 211, 212, 216, 216-ए, 218, 220, 222, 223, 224, 225, 225-बी, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 263-ए, 277, 279, 284, 285, 286, 292, 295, 295-ए, 302, 303, 304, 304-ए 304-बी, 306, 307, 308, 309, 323, 324, 325, 326, 328, 330, 332, 333, 336, 337, 338, 341, 342, 343, 344, 346, 347, 352, 353, 354, 355, 363, 363-ए, 364, 365, 366, 367, 368, 376, 376-ए, 376-बी, 376-सी, 376-डी, 379, 380, 381, 382, 384, 385, 386, 387, 388, 389, 392, 393, 394, 395, 396, 397, 398, 399, 401, 403, 406, 407, 408, 409, 411, 412, 413, 414, 417, 418, 419, 420, 426, 427, 429, 431, 435, 436, 440, 447, 448, 452, 454, 456, 457, 465, 466, 467, 468, 469, 471, 472, 473, 474, 475, 476, 477-ए, 489, 489-ए, 489-बी, 489-सी, 489-डी, 489-ई, 495, 498-ए, 499, 500, 501, 502, 504, 505, 506, 507, 509.

(ख) केन्द्रीय अधिनियम

के अन्तर्गत दंडनीय अपराध :—

1. वायुयान अधिनियम, 1934 (1934 का अधिनियम सं. 22) तथा उसी अधिनियम के अन्तर्गत कथित अधिनियम

2. अपहरण निरोध अधिनियम, 1982 (1982 का अधिनियम सं. 65)
3. पुरावशेष तथा बहुमूल्य कलाकृति अधिनियम, 1972 (1972 का अधिनियम सं. 52)
4. पुरावशेष (निर्यात नियंत्रण) अधिनियम, 1947 (1947 का अधिनियम सं. 31) निरस्त
5. शस्त्र अधिनियम, 1959 (1959 का अधिनियम सं. 54)
6. आणविक ऊर्जा अधिनियम, 1962 (1962 का अधिनियम सं. 33)
7. केन्द्रीय उत्पाद शुल्क तथा नमक अधिनियम, 1944 (1944 का अधिनियम सं. 1)
8. कम्पनी अधिनियम, 1956 (1956 का अधिनियम सं. 1)
9. आपराधिक बिधि (संशोधन) अधिनियम, 1961 (1961 का अधिनियम सं. 23)
10. सीमा शुल्क अधिनियम, 1962 (1962 का अधिनियम सं. 52)
11. सौख्य तथा प्रसाधन अधिनियम, 1940 (1940 का अधिनियम सं. 23)
12. आवश्यक वस्तु अधिनियम, 1955 (1955 का अधिनियम सं. 10)
13. विस्फोटक अधिनियम, 1884 (1884 का अधिनियम सं. 4)
14. विस्फोटक पदार्थ अधिनियम, 1908 (1908 का अधिनियम सं. 6)
15. आपातकाल प्रावधान (अनुक्रम) अध्यादेश, 1946 (1946 का अधिनियम सं. 20) यदि केन्द्र सरकार के कर्मचारी, ठेकेदारों या उप ठेकेदारों अथवा उनके प्रतिनिधियों द्वारा केन्द्र सरकार द्वारा जारी किसी आदेश की अवहेलना की जाती है।
16. विद्युत अधिनियम, 1910 (1910 का अधिनियम सं. 9)
17. विदेश अभिदाय (नियमन) अधिनियम, 1976 (1976 का अधिनियम सं. 49)
18. विदेशी अधिनियम, 1946 (1946 का अधिनियम सं. 31)
19. विदेश विनिमय (नियमन) अधिनियम, 1973 (1973 का अधिनियम सं. 46)
20. सामान्य बीमा व्यवसाय (राष्ट्रीयकरण) अधिनियम, 1972 (1972 का अधिनियम सं. 57)
21. अधिनियम, 1958 (1958 का अधिनियम सं. 1)

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| <p>22. स्वर्णनियंत्रण अधिनियम, 1968 (1968 का अधिनियम सं. 45)</p> <p>23. आयकर अधिनियम, 1961 (1961 का अधिनियम सं. 43)</p> <p>24. आयात एवं निर्यात (नियंत्रण) अधिनियम, 1947 (1947 का अधिनियम सं. 18)</p> <p>25. बीमा अधिनियम, 1938 (1938 का अधिनियम सं. 4)</p> <p>26. उद्योग (विकास तथा नियमन) अधिनियम, 1951 (1951 का अधिनियम सं. 65)</p> <p>27. मोटर गाड़ी अधिनियम, 1939 (1939 का अधिनियम सं. 4)</p> <p>28. स्वापक औषध तथा मनःप्रभावी पदार्थ अधिनियम, 1985 (1985 का अधिनियम सं. 61)</p> <p>29. शासकीय गुप्त अधिनियम, 1923 (1923 का अधिनियम सं. 19)</p> <p>30. पारपत्र अधिनियम, 1920 (1920 का अधिनियम सं. 24) तथा पारपत्र नियमावली, 1950 का नियम सं. 6</p> <p>31. पारपत्र (भारत में प्रवेश) नियमावली, 1950 (भारत में प्रवेश) अधिनियम, 1920 (1920 का अधिनियम सं. 34 के साथ पठित पारपत्र)</p> <p>32. पारपत्र अधिनियम, 1967 (1967 का अधिनियम सं. 15)</p> <p>33. भ्रष्टाचार निवारण अधिनियम, 1947 (1947 का अधिनियम सं. 2)</p> <p>34. भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का अधिनियम सं. 49)</p> <p>35. डाकघर अधिनियम, 1898 (1898 का अधिनियम सं. 6)</p> <p>36. खाद्य अपमिश्रण निवारण अधिनियम, 1954 (1954 का अधिनियम सं. 37)</p> <p>37. लोकसम्पत्ति नुकसान निवारण अधिनियम, 1984 (1984 का अधिनियम सं. 3)</p> <p>38. स्वापक औषध तथा मनःप्रभावी पदार्थों के अवैध व्यापार संबंधी निवारक अधिनियम, 1988 (1988 का अधिनियम सं. 46)</p> <p>39. रेलवे अधिनियम, 1890 (1890 का अधिनियम सं. 9)</p> <p>40. रेलवे भंडारण (अवैध कब्जा) अधिनियम, 1955 (1955 का अधिनियम सं. 51)</p> <p>41. लोक अधिनियम अध्यावेदन, 1950 (1950 का अधिनियम सं. 43)</p> | <p>42. लोक अधिनियम अध्यावेदन, 1951 (1951 का अधिनियम सं. 43)</p> <p>43. विदेशी पंजीकरण अधिनियम, 1939 (1939 का अधिनियम सं. 16)</p> <p>44. नागरिक उड्डयन अधिनियम, 1982 (1982 का अधिनियम सं. 66) की सुरक्षा के लिए गैर-कानूनी अधिनियम का अधिक्रमण</p> <p>45. धार्मिक संस्थानों (दुरुपयोग निवारण) अधिनियम, 1988 (1988 का अधिनियम सं. 41)</p> <p>46. तार अधिनियम, 1885 (1885 का अधिनियम सं. 13)</p> <p>47. तार और बेतार (गैर-कानूनी कब्जा) अधिनियम, 1950 (1950 का अधिनियम सं. 74)</p> <p>48. आतंकवादी तथा विध्वंसकारी गतिविधियां (निवारक) अधिनियम, 1985 (1985 का अधिनियम सं. 31) तथा उसके अन्तर्गत बनाए गए नियम</p> <p>49. आतंकवादी तथा विध्वंसकारी गतिविधियां (निवारक) अधिनियम, 1987 (1987 का अधिनियम सं. 28) तथा उसके अन्तर्गत बनाए गए नियम</p> <p>50. गैर-कानूनी गतिविधियां (निवारक) अधिनियम, 1967 (1967 का अधिनियम सं. 37)</p> <p>51. बैतार तथा तार अधिनियम, 1933 (1933 का अधिनियम सं. 17)</p> <p>52. सम्पत्ति कर अधिनियम, 1957 (1957 का अधिनियम सं. 27)</p> |
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- (ग) राज्य अधिनियम
के अन्तर्गत दंडनीय अपराध
1. असम अफीम प्रतिबंधित अधिनियम, 1947
 2. बिहार तथा उड़ीसा उत्पाद शुल्क अधिनियम, 1915 (बिहार तथा उड़ीसा अधिनियम, 1915 का अधिनियम सं. 2)
 3. (क) जम्मू तथा कश्मीर राज्य रणबीर दंड संहिता संवत् 1989 (जम्मू तथा कश्मीर अधिनियम संवत् 1989 का अधिनियम सं. 12) की धारा :—
121, 161, 162, 163, 164, 165, 166, 167, 168, 169, 182, 193, 197, 198, 201, 204, 211, 218, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 246, 247, 248, 249, 250, 251, 252, 253, 254, 258, 260, 261, 259, 262, 263, 263-ए, 341, 342, 263, 379, 380, 381, 382, 384, 385, 386, 387, 388, 389, 392, 395, 403, 406, 407, 408, 409, 411, 412, 413, 414, 417, 418, 419, 420, 465, 466, 467, 468, 471, 472, 473, 474, 475, 476, 477-ए, 489-ए, 489-बी, 489-सी, 489-डी

- (ख) जम्मू तथा कश्मीर भ्रष्टाचार निवारण अधिनियम संवत्, 2006 (संवत् 2006 का जम्मू और कश्मीर अधिनियम सं. 13)
- (ग) 1962 का सीमा शुल्क अधिनियम की धारा 132, 133, 135, 136 (1962 का जम्मू कश्मीर और अधिनियम सं. 52)
- (घ) जम्मू और कश्मीर सरकार द्वारा जारी संवत् 2005 का ऊर्जा साधक अधिनियम
4. पंजाब विशेष शक्तियां (प्रेस) अधिनियम, 1956 (1956 का पंजाब अधिनियम सं. 38)
5. उत्तर प्रदेश भारतीय चिकित्सा अधिनियम, 1939 (1939 का उ.प्र. अधिनियम सं. 10)
6. पश्चिम बंगाल सुरक्षा अधिनियम, 1950 (1950 का प.ब. अधिनियम सं. 19) जैसाकि पश्चिम बंगाल सरकार द्वारा पुनः अधिनियमन किया गया (पुनः अधिनियमन तथा वैधता अध्यादेश, 1966)

तथा उपर्युक्त क, ख, ग में दर्शाए गए अपराधों से संबंधित अथवा संसक्त प्रयत्नों, दुष्प्रेरणों और षडयंत्रों तथा वैसे ही संव्यवहार के अनुक्रम में किए गए अथवा उन्ही तथ्यों से उद्भूत किन्हीं अन्य अपराधों के संबंध में।

[सं. 228/76/2004-एवीडी-II]

चन्द्र प्रकाश, अवर सचिव

New Delhi, the 9th June, 2005

S.O. 2109.—In exercise of the powers conferred by Section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of State Government of Goa Directorate of Vigilance, Panaji, vide Notification No. 13-11-87-VIG dated 4th February, 2005, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Goa for the investigation of offences mentioned in the list enclosed and attempt, abetment and conspiracy in relation to or in connection with the above said offences and any other offence/offences committed in the course of the same transaction or arising out of the same facts.

LIST OF OFFENCES

A. Offences punishable under Section 34, 114, 120B, 121, 121A, 122, 123, 124, 124A, 128, 129, 130, 131, 132, 133, 134, 135, 136, 138, 140, 143, 147, 148, 149, 153A, 153B, 161, 162, 163, 164, 165, 165A, 166, 167, 168, 169, 171E, 171F, 182, 186, 188, 189, 190, 193, 196, 197, 198, 199, 200, 201, 204, 211, 212, 216, 216A, 218, 220, 222, 223, 224, 225, 225B, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 257, 259, 260, 261, 262, 263, 263A, 277, 279, 284, 285, 286, 292, 295, 295A,

302, 303, 304, 304A, 304B, 306, 307, 308, 309, 323, 324, 325, 326, 328, 330, 332, 333, 336, 337, 338, 341, 342, 343, 344, 346, 347, 352, 353, 354, 355, 363, 363A, 364, 365, 366, 367, 368, 376, 376A, 376B, 376C, 376D, 379, 380, 381, 382, 384, 385, 386, 387, 388, 389, 392, 393, 394, 395, 396, 397, 398, 399, 401, 403, 406, 407, 408, 409, 411, 412, 413, 414, 417, 418, 419, 420, 426, 427, 429, 431, 435, 436, 440, 447, 448, 452, 454, 456, 457, 465, 466, 467, 468, 469, 471, 472, 473, 474, 475, 476, 477A, 489, 489A, 489B, 489C, 489D, 489E, 495, 498A, 499, 500, 501, 502, 504, 505, 506, 507, 509, of Indian Penal Code 1860 (Act No. 45 of 1860).

B. Central Acts:

Offences punishable under :

1. Aircraft Act, 1934 (Act No. 22 of 1934) and rules made under the said Act.
2. Anti-Hijacking Act, 1982 (Act No. 65 of 1982).
3. Antiquities and Art Treasures Act, 1972 (Act No. 52 of 1972).
4. Antiquities (Export Control) Act, 1947 (Act No. 31 of 1947). Repealed.
5. Arms Act, 1959 (Act No. 54 of 1959).
6. Atomic Energy Act, 1962 (Act No. 33 of 1962).
7. Central Excises and Salt Act, 1944 (Act No. 1 of 1944).
8. Companies Act, 1956 (Act No. 1 of 1956).
9. Criminal Law (Amendment) Act, 1961 (Act No. 23 of 1961).
10. Customs Act, 1962 (Act No. 52 of 1962).
11. Drugs and Cosmetics Act, 1940 (Act No. 23 of 1940).
12. Essential Commodities Act, 1955 (Act No. 10 of 1955).
13. Explosives Act, 1884 (Act No. 4 of 1884).
14. Explosive Substances Act, 1908 (Act No. 6 of 1908).
15. Emergency Provisions (Continuance) Ordinance, 1946 (Ordinance No. 28 of 1946) if committed by the Employees of the Central Government or contractor or sub-contractors or their representatives by contravening any order issued by the Central Government.
16. Electricity Act, 1910 (Act No. 9 of 1910).

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| 17. Foreign Contribution (Regulation) Act, 1976 (Act No. 49 of 1976). | 38. The Prevention of Illicit Traffic in Narcotic Drugs and Psychotropic Substance Act, 1988 (Act No. 46 of 1988). |
| 18. Foreigners Act (Act No. 31 of 1946). | 39. Railways Act, 1890 (Act No. 9 of 1890). |
| 19. Foreign Exchange Regulation Act, 1973 (Act No. 46 of 1973). | 40. Railways Stores (Unlawful Possession) Act, 1955 (Act No. 51 of 1955). |
| 20. General Insurance Business (Nationalisation) Act, 1972 (Act No. 57 of 1972). | 41. Representation of the People Act, 1950 (Act No. 43 of 1950). |
| 21. Gift Tax Act, 1958 (Act No. 18 of 1958). | 42. Representation of the People Act, 1951 (Act No. 43 of 1951). |
| 22. Gold Control Act, 1968 (Act No. 45 of 1968). | 43. Registration of Foreigners Act, 1939 (Act No. 16 of 1939). |
| 23. Income Tax Act, 1961 (Act No. 43 of 1961). | 44. Suppression of Unlawful Act against Safety of Civil Aviation Act, 1982 (Act No. 66 of 1982). |
| 24. Import and Export (Control) Act, 1947 (Act No. 18 of 1947). | 45. The Religious Institutions (Prevention of Misuse) Act, 1988 (Act No. 41 of 1988). |
| 25. Insurance Act, 1938 (Act No. 4 of 1938). | 46. Telegraph Act, 1885 (Act No. 13 of 1885). |
| 26. Industries (Development and Regulation) Act, 1951 (Act No. 65 of 1951). | 47. Telegraph Wires (Unlawful Possession) Act, 1950 (Act No. 74 of 1950). |
| 27. Motor Vehicles Act, 1939 (Act No. 4 of 1939). | 48. Terrorist and Disruptive Activities (Prevention) Act, 1985 (Act No. 31 of 1985) and rules made thereunder. |
| 28. Narcotic Drugs and Psychotropic Substance Act, 1985 (Act No. 61 of 1985). | 49. Terrorist and Disruptive Activities (Prevention) Act, 1987 (Act No. 28 of 1987) and rules made thereunder. |
| 29. Official Secrets Act, 1923 (Act No. 19 of 1923). | 50. Unlawful Activities (Prevention) Act, 1967 (Act No. 37 of 1967). |
| 30. Passport Act, 1920 (Act No. 24 of 1920) and rule 6 of Passport Rules, 1950. | 51. Wireless and Telegraphy Act, 1933 (Act No. 17 of 1933). |
| 31. The Passport (Entry into India) Rules, 1950 r/w Passport (Entry into India) Act, 1920 (Act No. 34 of 1920). | 52. Wealth Tax Act, 1957 (Act No. 27 of 1957). |
| 32. Passport Act, 1967 (Act No. 15 of 1967). | |
| 33. Prevention of Corruption Act, 1947 (Act No. 2. of 1947). | |
| 34. Prevention of Corruption Act, 1988 (Act No. 49 of 1988). | |
| 35. Post Office Act (Act No. 1898 (Act No. 6 of 1898). | |
| 36. Prevention of Food Adulteration Act, 1954 (Act No. 37 of 1954). | |
| 37. Prevention of Damage to Public Property Act, 1984 (Act No. 3 of 1984). | |

C. State Acts :

Offences punishable under :

1. Assam Opium Prohibition Act, 1947
2. Bihar and Orissa Excise Act, 1915 (Bihar and Orissa Act No. 2 of 1915).
3. (a) Section 121, 161, 162, 163, 164, 165, 166, 167, 168, 169, 182, 193, 197, 198, 201, 204, 211, 218, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 246, 247, 248, 249, 250, 251, 252,

- 253, 254, 258, 259, 260, 261, 262, 263, 263-ए, 341, 342, 363, 379, 380, 381, 382, 384, 385, 386, 387, 388, 389, 392, 395, 403, 406, 407, 408, 409, 411, 412, 413, 414, 417, 418, 419, 420, 465, 466, 467, 468, 471, 472, 473, 474, 475, 476, 477-A, 489-A, 489-B, 489-C, 489-D of Jammu and Kashmir State Ranbir Penal Code Sambat 89 (Jammu and Kashmir Act No. 12 of Sambat 1989).
- (b) Jammu and Kashmir State Prevention of Corruption Act Sambat 2006 (J & K Act, No. 13 of Sambat 2006).
- (c) Section 132, 133, 135, 136 of the Custom Act, 1962 (Jammu and Kashmir Act. No. 52 of 1962).
- (d) Energy Agents Ordinance of Sambat 2005 issued by Government of Jammu and Kashmir.
4. Punjab Special Powers (Press) Act, 1956 (Punjab Act No. 38 of 1956).
5. Uttar Pradesh Indian Medicines Act, 1939 (U. P. Act No. 10 of 1939).
6. West Bengal Security Act, 1950 (W.B. Act No. 19 of 1950) as re-enacted by the West Bengal Security (re-enacted and validation) Ordinance, 1966.

Attempts, abetments and conspiracies in relation to or in connection with the offences mentioned at A, B, C and any other offences committed in the course of the same transaction arising out of the same facts.

[No. 228/76/2004- AVD-II]

CHANDRA PRAKASH, Under Secy.

(राजस्व विभाग)

(केन्द्रीय उत्पाद शुल्क के आयुक्त का कार्यालय)

पुणे, 30 मई, 2005

संख्या 02/2005 केन्द्रीय उत्पाद शुल्क (नॉन टैरिफ)

का. आ. 2110.—भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली की दिनांक 01/07/1994 की अधिसूचना संख्या 33/94-सीमा शुल्क (नॉन टैरिफ) के द्वारा मुझे प्रदत्त अधिकारों का प्रयोग करते हुए, मैं, प्रभाकर निगम, आयुक्त, केन्द्रीय उत्पाद शुल्क, पुणे। आयुक्तालय, पुणे, एतद्वारा सीमा शुल्क अधिनियम 1962 (1962 का 52) की धारा 9 के अधीन महाराष्ट्र राज्य के पुणे जिले के तालुका-लोनावला, के तुंगारली गांव को शत-प्रतिशत निर्यात लक्ष्यी यूनिट स्थापित करने के लिए वेअर हाउसिंग स्टेशन घोषित करता हूँ।

[फा. सं. -व्हीजीएन(19) 79/टीए/2005]

प्रभाकर निगम, आयुक्त

MINISTRY OF FINANCE

(Department of Revenue)

(OFFICE OF THE COMMISSIONER OF CENTRAL EXCISE)

Pune, the 30th May, 2005

NO. 02/2005. C. E. (NT).

S.O. 2110.—In exercise of the powers conferred on me by the Notification No. 33/94-CUS (NT) dated 01-07-1994 of the Government of India, Ministry of Finance, Department of Revenue, New Delhi, I, Prabhakar Nigam, Commissioner of Central Excise Pune-I Commissionerate, Pune hereby declare Village Tungarli, Teh-Lonavala, Distt. Pune, in the State of Maharashtra to be Warehousing Station under Section 9 of the Customs Act, 1962 (52 of 1962) for setting up of 100% Export Oriented Unit.

[F. No.- VGN(19) 79/TA/2005]

PRABHAKAR NIGAM, Commissioner

वित्त मंत्रालय

(कार्यालय : आयुक्त केन्द्रीय उत्पाद शुल्क आयुक्तालय)

जयपुर, 7 जून, 2005

संख्या 02-सीमा शुल्क (एन टी) 2005

सीमा शुल्क

का. आ. 2111.—सीमा शुल्क अधिनियम, 1962 की धारा 152 के खण्ड (ए) के तहत भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली की अधिसूचना संख्या 33/94 सीमा शुल्क (एन टी) दिनांक प्रथम जुलाई, 1994 के अन्तर्गत प्रदत्त शक्तियों का प्रयोग करते हुए मैं, जयन्त मिश्र, आयुक्त, केन्द्रीय उत्पाद शुल्क, जयपुर-एतद्वारा, शतप्रतिशत ई. ओ. यू. स्थापित करने के उद्देश्य से सीमा शुल्क अधिनियम की धारा 9 के अन्तर्गत राजस्थान राज्य के जयपुर जिले की चौमू तहसील में ग्राम जैतपुरा को भण्डारण स्टेशन (वेयर हाउसिंग स्टेशन) घोषित करता हूँ।

[फा. सं. -पंचम(16) इओयू/19/2005/1746]

जयन्त मिश्र, आयुक्त

(OFFICE OF THE COMMISSIONER CENTRAL EXCISE)

Jaipur, the 7th June, 2005

NO. 02/CUS (NT) 2005
CUSTOMS

S.O. 2111.—In exercise of the powers conferred by Notification No. 33/94-Customs (NT) dated 01-7-1994 by the Government of India, Ministry of Finance, Department of Revenue, New Delhi, issued under clause (a) of Section 152 of Customs Act. 1962. I, Jayant Misra, Commissioner of Central Excise, Jaipur-1, hereby declare, Village- Jaitpura, situated in Tehsil Chomu, District Jaipur, in the State of Rajasthan to be warehousing Station under

Section 9 of the Customs Act, 1962 for the purpose of setting up 100% E.O.U.

[C. No. V(16)EOU/19/2005/1745]

JAYANT MISRA, Commissioner

(केन्द्रीय आर्थिक जांच ब्यूरो)

आदेश

नई दिल्ली, 7 जून, 2005

का. आ. 2112.—अतः संयुक्त सचिव, भारत सरकार जिन्हें विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा (1) के अन्तर्गत विशेष रूप से शक्ति प्रदान की गई है, ने उक्त उपधारा के अधीन आदेश फाइल सं. 673/7/2005-सी.यू.एस. VIII, दिनांक 19-04-2005 को जारी किया और यह निर्देश दिया कि श्री अनवर हनीफ खान सुपुत्र श्री हनीफ वाहीद खान, निवासी-103, प्रथम तल, सहायि निवास खिल्डिंग, नूर बाग, डा. माहेश्वरी रोड, मुम्बई-400 009 को निरुद्ध कर लिया जाए और केन्द्रीय कारागार, मुम्बई में अभिरक्षा में रखा जाए ताकि उन्हें भविष्य में चीजों की तस्करी करने से रोका जा सके।

2. अतः केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या स्वयं को छिपा रखा है जिससे यह आदेश निष्पादित नहीं किया जा सकता।

3. अतः अब उक्त अधिनियम की धारा 7 की उपधारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा पूर्वोक्त व्यक्ति को यह निर्देश देती है कि वह शासकीय राजपत्र में इस आदेश के प्रकाशित होने के 7 दिन के भीतर पुलिस आयुक्त, मुम्बई के सम्मुख उपस्थित हो।

[फ. सं. 673/7/2005-सी.यू.एस. VIII]

पी. के. खन्ना, उप सचिव (कोफेपोसा)

(CENTRAL ECONOMIC INTELLIGENCE BUREAU)

ORDER

New Delhi, the 7th June, 2005

S.O. 2112.—Whereas the Joint Secretary to the Government of India, specially empowered under Sub-section (1) of Section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/7/2005-Cus. VIII dated 19-04-2005 under the said sub-section directing that Shri Anwar Hanif Khan S/o Shri Hanif Waheed Khan, R/o 103, First Floor, Sahyadri Niwas Building, Noor Bagh, Dr. Maheshwari Road, Mumbai-400 009 be detained and kept in custody in the Central Prison, Mumbai with a view to preventing him from smuggling goods in future.

2. Whereas the Central Government has reasons to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed.

3. Now, therefore, in exercise of the powers conferred by clause (b) of sub-section (1) of Section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner of Police, Mumbai within 7 days of the publication of this order in the Official Gazette.

[F. No. 673/7/2005-Cus. VIII]

V. K. KHANNA, Dy. Secy. (COFEPOSA)

(मुख्य आयकर आयुक्त का कार्यालय)

उदयपुर, 6 जून, 2005

का. आ. 2113.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) की उपधारा (vi) के साथ पठित आयकर नियमावली, 1962 के नियम 2 गक के द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए मुख्य आयुक्त, उदयपुर "रोमन कैथोलिक डायोसेसन एजुकेशन सोसाइटी, अजमेर" को उक्त धारा के प्रयोजन हेतु निर्धारण वर्ष 2003-04 से 2005-06 के लिए अनुमोदन करते हैं।

परन्तु यह तब जब कि सोसायटी आयकर अधिनियम, 1961 की धारा 10 के खण्ड (23ग) की उपधारा (vi) के साथ पठित आयकर नियमावली, 1962 के नियम 2 गक के प्रावधानों की पुष्टि एवं अनुपालना करती है।

[अधिसूचना सं. 03/24/सं. मु. आ. आ./उदय/आ. अ. (प्रशा.)/2005-06/758]

पी. के. मिश्र, मुख्य आयुक्त

OFFICE OF THE CHIEF COMMISSIONER OF
INCOME TAX

Udaipur, the 6th June, 2005

S.O. 2113.—In exercise of the powers conferred by sub-section (vi) of Clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961) read with rule 2 CA of the Income-tax Rules, 1962, the Chief Commissioner of Income-tax, Udaipur hereby approves "Roman Catholic Diocesan Education Society, Ajmer" for the purpose of said Section for the assessment years 2003-04 to 2005-06.

Provided that the society conforms to and complies with the provisions of sub-section (vi) of Clause (23C) of Section 10 of the Income-tax Act, 1961, read with rule 2CA of the Income-tax Rules, 1962.

[Notification No. 3/24/No. CCIT/UDR/ITO(A)/
2005-06/758]

P. K. MISRA, Chief Commissioner

उदयपुर, 6 जून, 2005

का. आ. 2114.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) की उपधारा (vi) के साथ पठित आयकर नियमावली, 1972 के नियम 2 गक के द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए, मुख्य आयकर आयुक्त, उदयपुर "प्रभुदासी सिस्टर्स एजुकेशन सोसायटी, अजमेर" को उक्त धारा के प्रयोजन हेतु निर्धारण वर्ष 2003-04 से 2005-06 के लिए अनुमोदन करते हैं।

परन्तु यह तब जब कि सोसायटी आयकर अधिनियम, 1961 की धारा 10 के खण्ड (23ग) की उपधारा (vi) के पठित आयकर नियमावली, 1972 के नियम 2 गक के प्रावधानों की पुष्टि एवं अनुपालना करती है।

[अधिसूचना संख्या : 04/25/सं. मु.आ.आ./
उदय/आ.अ.(प्रशा.)/2005-06/759]

पी. के. मिश्र, मुख्य आयुक्त

Udaipur, the 6th June, 2005

S.O. 2114.—In exercise of the powers conferred by Sub-section (vi) of Clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961) read with rule 2 CA of the Income-tax Rules, 1962, the Chief Commissioner of Income-tax, Udaipur hereby approves "Prabhudasi Sisters Education Society, Ajmer" for the purpose of said section for the assessment years 2003-04 to 2005-06.

Provided that the society conforms to and complies with the provisions of Sub-section (vi) of Clause (23C) of Section 10 of the Income-tax Act, 1961, read with rule 2CA of the Income-tax Rules, 1962.

[Notification No. 4/25/No. CCIT/UDR/ITO(A)/
2005-06/759]

P. K. MISRA, Chief Commissioner

उदयपुर, 6 जून, 2005

का. आ. 2115.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) की उपधारा (vi) के साथ पठित आयकर नियमावली, 1972 के नियम 2 गक के द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए, मुख्य आयकर आयुक्त, उदयपुर "संत मेरिज एजुकेशन सोसायटी, उदयपुर (संत मेरिज कन्वेंट सीनियर सैकेण्डरी स्कूल, न्यू फतेहपुरा, उदयपुर एवं संत मेरिज कन्वेंट स्कूल, तितरडी, उदयपुर)" को उक्त धारा के प्रयोजन हेतु निर्धारण वर्ष 2002-03 से 2004-05 के लिए अनुमोदन करते हैं।

परन्तु यह तब जब कि सोसायटी आयकर अधिनियम, 1961 की धारा 10 के खण्ड (23ग) की उपधारा (vi) के पठित आयकर

नियमावली, 1972 के नियम 2 गक के प्रावधानों की पुष्टि एवं अनुपालना करती है।

[अधिसूचना संख्या : 05/26/सं. मु.आ.आ./
उदय/आ.अ.(प्रशा.)/2005-06/757]

पी. के. मिश्र, मुख्य आयुक्त

Udaipur, the 6th June, 2005

S.O. 2115.—In exercise of the powers conferred by Sub-section (vi) of Clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961) read with rule 2 CA of the Income-tax Rules, 1962, the Chief Commissioner of Income-tax, Udaipur hereby approves "St. Mary's Education Society, Udaipur (St. Mary's Convent Sr. Secondary School, New Fatehpura, Udaipur and St. Mary's Convent School, Titardi, Udaipur)" for the purpose of said section for the assessment years 2002-03 to 2004-05.

Provided that the society conforms to and complies with the provisions of Sub-section (vi) of Clause (23C) of Section 10 of the Income-tax Act, 1961, read with rule 2CA of the Income-tax Rules, 1962.

[Notification No. 5/26/No. CCIT/UDR/ITO(A)/
2005-06/757]

P. K. MISRA, Chief Commissioner

आर्थिक कार्य विभाग
(बैंकिंग प्रभाग)

नई दिल्ली, 8 जून, 2005

का. आ. 2116.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में, संलग्न अनुबंध में निम्नलिखित बैंकों/वित्तीय संस्थाओं के सूचीबद्ध कार्यालयों/शाखाओं को, जिनके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

क्रम सं.	बैंक का नाम	कार्यालयों/शाखाओं की संख्या
1.	भारतीय रिजर्व बैंक	05
2.	स्टेट बैंक ऑफ़ बीकानेर एंड जयपुर	09
3.	राष्ट्रीय कृषि और ग्रामीण विकास बैंक	01
4.	आन्ध्रा बैंक	06
5.	बैंक ऑफ़ इंडिया	78
6.	पंजाब नेशनल बैंक	52
7.	भारतीय स्टेट बैंक	01
8.	ओरियंटल बैंक ऑफ़ कामर्स	02
9.	बैंक ऑफ़ महाराष्ट्र	36
कुल		190

[फा. सं. 11016/5/2004-हिन्दी]

रमेशबाबू अणियेरी, संयुक्त निदेशक (राजभाषा)

अनुबन्ध

भारतीय रिजर्व बैंक

1. भारतीय रिजर्व बैंक,
मुख्य कार्यालय भवन, पो.बा. सं. 15,
सिविल लाइन्स, नागपुर-440001
2. भारतीय रिजर्व बैंक,
सेन्ट्रल विस्टा, सैक्टर-17,
टेलीफोन भवन के सामने,
चण्डीगढ़-160017
3. भारतीय रिजर्व बैंक,
गांधी पुल के पास, पो.बा. सं. 1,
आश्रम मार्ग, अहमदाबाद-380001
4. भारतीय रिजर्व बैंक,
सीबीडी, बेलपुर, एच एच निर्मला देवी मार्ग,
सैक्टर-10, प्लॉट नं. 3, नवी मुम्बई-400614
5. कृषि बैंकिंग महाविद्यालय,
भारतीय रिजर्व बैंक,
गणेश खिंड रोड (विद्यापीठ मार्ग),
पुणे-411016

स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर

प्रधान कार्यालय, जयपुर

कार्यालय जिसे राजभाषा नियम 1976 के नियम 10 (4) के अन्तर्गत राजपत्र में अधिसूचित करना है।

1. यू. आई. टी. भरतपुर
पता :
यू.आई.टी.
भरतपुर
2. लेखन सामग्री आगार, जोधपुर
पता :
लेखन सामग्री आगार,
प्रथम तल, चौपासनी रोड,
जोधपुर
3. मार्गदर्शी बैंक, बीकानेर
पता :
मार्गदर्शी बैंक,
पब्लिक पार्क,
बीकानेर-334001
4. क्षेत्रीय कार्यालय, श्रीगंगानगर
पता :
क्षेत्रीय कार्यालय,
गगन पथ, जवाहर नगर,
पोस्ट आफिस सं. 90,
श्रीगंगानगर-335001

5. लेखन सामग्री आगार, उदयपुर

पता :

लेखन सामग्री आगार,
104, पश्चिमी मार्ग, पुराने रेलवे स्टेशन के पास,
प्रताप नगर, उदयपुर-313001

6. झालरापाटन

पता :

झालरापाटन,
जिला-झालावाड़

7. मार्गदर्शी बैंक, हनुमानगढ़

पता :

मार्गदर्शी बैंक,
250, नई धान मण्डी, प्रथम तल,
हनुमानगढ़-335512

8. लेखन सामग्री आगार, जयपुर

पता :

लेखन सामग्री आगार,
घाटगेट के पास, अंकुर सिनेमा के सामने,
जयपुर

9. कलैक्ट्रेट, हनुमानगढ़

पता :

कलैक्ट्रेट, हनुमानगढ़,
हनुमानगढ़ जंक्शन-335512 (राजस्थान)

1. राष्ट्रीय कृषि और ग्रामीण विकास बैंक

उत्तरांचल क्षेत्रीय कार्यालय,
113/2, रामपुर रोड, देहरादून

आन्ध्रा बैंक

नियम 10.4 के अधीन अधिसूचित किये जाने वाला शाखा का

पता :—

1. आन्ध्रा बैंक

गुरु गोबिंद सिंह रोड,
हजारीबाग,
झारखंड-825301

2. आन्ध्रा बैंक

गणेशनगर शाखा,
अगित्याल-505327,
करीमनगर, आंध्रप्रदेश

3. आन्ध्रा बैंक

भवानीपुरम शाखा
म.नं. 76-8/1-11 क्रॉम्बे रोड,
भवानीपुरम, विजयवाड़ा-520012

4. आन्धा बैंक
सिद्धार्थनगर शाखा
म.नं. 59-3-6, अशोकनगर, II क्रॉस रोड,
सिद्धार्थनगर, विजयवाडा-520010

5. आन्धा बैंक
श्रीनिवासम कॉम्प्लेक्स शाखा
तिरुपति, चित्तूर जिला,
आन्ध्र प्रदेश-517501

6. आन्धा बैंक
पेटमिट्ट शाखा
पेटमिट्ट, चित्तूर जिला,
आन्ध्र प्रदेश-517124

बैंक ऑफ इण्डिया

1. बेगुसराय शाखा
गुंजन बाजार,
टाउन थाना चौक,
बेगुसराय,
बिहार-851101
2. व्यापार बिहार शाखा
जोन-1, प्लॉट नं. 22,
व्यापार बिहार मेन रोड,
बिलासपुर, जिला : बिलासपुर,
छत्तीसगढ़-495004
3. देवेन्द्र नगर शाखा
राजेन्द्रा कॉम्प्लेक्स,
आई.जी.पी.व्ही.पी. क्लाय मार्केट,
देवेन्द्र नगर, पंढरी, रायपुर, जिला : रायपुर,
छत्तीसगढ़
4. पावर हाउस शाखा
पावर हाउस चौक,
पुराने बस स्टैंड के पास,
जी.ई. रोड, आंबेडकर चौक,
भिलाई, जिला दुर्ग
5. संगरूर शाखा
नजदीक होटल मयूर,
धूरी गेट के बाहर,
संगरूर, पंजाब
6. गोमतीनगर शाखा
"स्टार हाउस" भूतल
विभूति खड, गोमतीनगर
उत्तर प्रदेश-226010

7. आशियाना रामनगरी शाखा
आर.बी. मार्केट, प्रथम तल
रामनगरी मोड़ पो., आशियाना नगर,
पटना-800025

8. धीवर शाखा
एनटीपीसी, बाढ़ परिसर,
बाढ़ पटना,
बिहार-803221

9. सरायकेला शाखा
वार्ड नं. 08
मेन रोड, सरायकेला-833219,
जिला : सरायकेला-खरसौवा,
झारखंड

10. सैफिया कॉलेज शाखा
सैफिया आर्ट, कामर्स और विधि महाविद्यालय
अहमदाबाद पेलेस, रोड
को-हे. फिजा, भोपाल,
मध्य प्रदेश 462001

11. होशंगाबाद शाखा
फौजदार भवन, बालागंज,
सात रास्ता, होशंगाबाद-461001

12. झोटवाडा इंडस्ट्रीयल एरिया शाखा
9(4) झोटवाडा इंडस्ट्रीयल शाखा
जयपुर (राजस्थान)

13. झुंझु शाखा
रोड नं. 1, बीडी के होस्पिटल के सामने,
झुंझु-333001,
राजस्थान

14. चुरु शाखा
इंद्रमणि निवास, वार्ड नं. 18,
स्टेशन रोड, चुरु,
राजस्थान

15. जयपुर सेवा शाखा
पूरी भवन, सेवॉय होटल लेन,
एम आई रोड,
जयपुर-302001
(राजस्थान)

16. हनुमानगढ़ शाखा
राजीव गांधी चौक,
दिनार सिनेमा कॉम्प्लेक्स,
हनुमानगढ़ टाउन, जिला-हनुमानगढ़,
राजस्थान-335513

17. **किशनगढ़ शाखा**
पुष्पाटा भवन, मेन मार्केट, मदनगंज
किशनगढ़, जिला-अजमेर,
राजस्थान-305801
18. **पाली शाखा**
चन्द्रलोक बिल्डिंग,
नजदीक-मंथन सिनेमा,
रेलवे स्टेशन रोड, पाली,
(राजस्थान)
19. **प्रताप विहार शाखा**
जीडीपी-5, सेक्टर 12,
प्रताप विहार,
गाजियाबाद-201009
उत्तर प्रदेश
20. **रोहिणी शाखा**
6, विकास टॉवर, कम्यूनिटी सेंटर,
सेक्टर-8, रोहिणी, दिल्ली-110085
21. **दिल्ली आवास एवं वैयक्तिक शाखा**
26 ए, कम्यूनिटी सेंटर,
अशोक विहार, नई दिल्ली-110052
22. **कानपुर एसएसआई शाखा**
52-ए, दादा नगर,
कानपुर पिन-208022
उत्तर प्रदेश
23. **फतेहपुर चौक शाखा**
सरस्वती शिशु मंदिर के पास,
चौक बाजार, फतेहपुर,
जिला-फतेहपुर,
उत्तर प्रदेश-212601
24. **उरई शाखा**
गुर्जर काम्पलेक्स,
राजमार्ग, उरई, जिला जलांव,
उत्तर प्रदेश
25. **हजीरा शाखा**
नंद निकेतन (ऐस्सार टाऊनशिप)
शापिंग काम्पलेक्स,
27 कि. मी. सूरत हजीरा रोड, हजीरा
जिला: सूरत, गुजरात-394270
26. **नेरूल शाखा**
नवी मुंबई, पहली मंजिल,
सोशियो वेलफेयर बिल्डिंग,
श्री अयप्पा टेम्पल कॉम्पलेक्स,
सेक्टर 17, नेरूल, नवी मुंबई
जिला ठाणे, महाराष्ट्र-400706
27. **खारघर शाखा**
पहली मंजिल, स्वर्ण संकुल,
प्लॉट नं. 14, सेक्टर-7, खारघर,
ता. पनवेल, नवी मुंबई-400706
28. **विसनगर शाखा**
पटेलवाडी के सामने, सवाला दरवाजा,
विसनगर-384315, जिला मेहसाना,
गुजरात
29. **मालवण शाखा**
घर संख्या 487(1)
सोमवार पेठ,
मु.पो. मालवण, जिला सिंधुदूर्ग
30. **चण्डीगढ़ सेवा शाखा**
बैंक स्क्वेअर,
सेक्टर 17 पो.बा. 2,
चण्डीगढ़-160017
31. **पंचकूला सेक्टर-20 शाखा**
एससीओ नं. 290,
पंचकूला, जिला पंचकूला,
हरियाणा
32. **एस.वी.जी. मार्केट काम्पलेक्स शाखा**
एस.वी.जी. मार्केट काम्पलेक्स,
आर.टी.सी. बस काम्पलेक्स के सामने,
राजामंडी-533103
तूरप गोदावरी जिला (आंध्रप्रदेश)
33. **चेंचुपेटा शाखा**
दरवाजा सं. 10-1-73, चेंचुपेटा,
तेनाली-522202
गुंटूर जिला (आंध्रप्रदेश)
34. **पालकोल शाखा**
दरवाजा सं. 19-1-15, पहली मंजिल,
मेन रोड, पालकोल 534260,
पश्चिम गोदावरी जिला (आंध्रप्रदेश)
35. **भीमवरम शाखा**
दरवाजा सं. 24-1-5/1, पहली मंजिल,
दासरी काम्पलेक्स, जुब्बालापारोड रोड
भीमवरम 534202,
पश्चिम गोदावरी जिला (आंध्रप्रदेश)
36. **पत्तनमतिट्टा शाखा**
पहली मंजिल, मंगलम प्लाजा,
कुम्बघा रोड, पत्तनमतिट्टा,
केरल

37. ओएसआईएल कैम्पस शाखा
ओएसआईएल कैम्पस,
ग्राम/पोस्ट: पलासपंगा,
जिला केन्दुझर, राज्य उड़ीसा,
पिन-758031
38. बुगटे-आलूर शाखा
तालुक-हुक्केरी,
जिला बेलगांव,
कर्नाटक-591 313
39. बाली बाजार शाखा
215, 217, 218 गोस्वामी पाडा रोड,
बाली, हावड़ा-711 201
40. बांकुड़ा शाखा
52/1, लाल बाजार,
डाक व जिला बांकुड़ा,
पश्चिम बंगाल-722 101
41. भादुतला शाखा
ग्राम एवं डाकघर-भादुतला,
मिदनापुर-721 129
42. चॉपदानी शाखा
8, जी.टी. रोड, चॉपदानी, वैद्यबाटी,
हुगली, पश्चिम बंगाल
43. धात्रीग्राम शाखा
जिला-बर्दवान,
पश्चिम बंगाल
44. डॉबसन लेन शाखा
पी-4, डॉबसन लेन,
हावड़ा-1, पश्चिम बंगाल
45. दत्तापुर शाखा
ग्राम व डाक-कृष्णरामपुर,
हुगली-712 705
पश्चिम बंगाल
46. गोपालनगर शाखा
ग्राम-गोपालनगर, डाकघर-पर,
गोपालनगर,
हुगली, पश्चिम बंगाल
47. हल्दिया पोर्ट टाऊन शाखा
ग्राम व डाकघर-खजन चौक,
हल्दिया, जिला-मिदनापुर,
पश्चिम बंगाल-721 602
48. जयपुर शाखा
ग्राम-जयपुर, डाकघर-महतापुर,
मिदनापुर-721 516
49. रतनपुर शाखा
ग्राम व डाक-रतनपुर,
जिला-बांकुड़ा,
पश्चिम बंगाल-722 101
50. रघुनाथपुर बाजार शाखा
टी.एन.मुखर्जी रोड,
ग्राम व डाकघर-रघुनाथपुर,
हुगली, पश्चिम बंगाल-712 247
51. सांतरागाछी शाखा
20/1, एस.एन.एन.जी. रोड,
सांतरागाछी, हावड़ा,
पश्चिम बंगाल-711 014
52. श्रीरामपुर शाखा
89, जी.टी. रोड,
श्रीरामपुर, हुगली,
पश्चिम बंगाल-712 201
53. केरानीचाटी शाखा
ग्राम-केरानीचाटी, डाकघर-अबाश,
मिदनापुर-721101
54. खड़गपुर शाखा
210-ए, खरीदा फाटक बाजार,
खड़गपुर, मिदनापुर-721 301
पश्चिम बंगाल
55. अडयार शाखा
नं. 33/3, प्रथम मेन रोड,
गांधीनगर, अडयार, चेन्नई,
पिन-600 020
56. अलगापुरम शाखा
नायकर स्ट्रीट,
अलगापुरम डाकघर,
उडयारपालयम तालुका,
पेरम्बलूर जिला,
तमिलनाडु-608 701
57. आरम्बाक्कम शाखा
जी.एन.टी. रोड,
आरम्बाक्कम, तालुका गुमिडिपूंडी,
(आरम्बाक्कम एक्स),
जिला तिरुवल्लूर,
तमिलनाडु-601 207
58. चेन्नई आंचलिक कार्यालय
स्टार हाउस, ओल्ड नं. 17,
नया नं. 30, इरीबालु स्ट्रीट,
चेन्नई, तमिलनाडु-600 001

59. बूचि आतिपेडु शाखा
बाजार स्ट्रीट, डाकघर-बूचि आतिपेडु,
बरास्ता रेड हिल्स, चेन्नई,
तमिलनाडु, पिन-600 052
60. गिण्डी शाखा
एसपीआईसी सेन्टर,
44-ए, माउंट रोड, गिण्डी, चेन्नई,
चेन्नई, पिन-600 032
61. कांचीपुरम शाखा
30-31, गांधी रोड,
कांचीपुरम जिला,
तमिलनाडु पिन-631 501
62. चेन्नई कर्मचारी प्रशिक्षण महाविद्यालय
नं. 3, II स्ट्रीट, बालाजी नगर,
रोयोपेट्टाह, चेन्नई,
तमिलनाडु-600 014
63. कुमरकुडी शाखा
185, मेन रोड, कुमरकुडी,
कत्तुमानर कोईल तालुका,
कडुलूर जिला,
तमिलनाडु-608 702
64. कोडम्बाक्कम शाखा
25, दूसरी क्रास स्ट्रीट, ट्रस्टपुरम,
चेन्नई, पिन-600 024
65. कोडुंग्यूर शाखा
नं. 3, इथियाराजसामी सालई, कोडुंग्यूर,
चेन्नई, पिन-600 118
66. चेन्नई कारपोरेट बैंकिंग शाखा
4थी मंजिल, तारापुर टॉवर,
627, अण्णा सालई,
पो.बॉ. नं. 2413,
चेन्नई-600 002
67. कुम्भकोणम शाखा
71, मठ स्ट्रीट,
कुम्भकोणम, तंजाऊर जिला,
तमिलनाडु-612 001
68. माउंट रोड शाखा
175/1 अण्णा सालई,
पो.बॉ. नं. 2703,
चेन्नई, पिन-600 002
69. माइलापुर शाखा
174, लज्ज चर्च रोड, माइलापुर,
पो.बॉ. नं. 643, चेन्नई,
पिन-600 004

70. परिविलागम खाखा
15, केनडी स्ट्रीट,
पोस्ट कोथवसल,
काट्टुमण्णार कोइली (टि के),
कडुलूर जिला,
तमिलनाडु-608 702
71. पोंदवाक्कम शाखा
तिरुवल्लूर मेन रोड,
ऊत्तुक्कोट्टै तालुका-602 026
72. पुरसवाक्कम शाखा
पैलेस रोड, 1 पहिली मंजिल,
80-93, पुरसवाक्कम हाई रोड,
चेन्नई-600 007
73. सांतोम शाखा
सं. 1, सांतोम हाई रोड,
चेन्नई-600 004
74. सौकारपेट शाखा
59, देवराज मुदली स्ट्रीट,
चेन्नई-600 003
75. आस्ति वसूली शाखा
4वीं मंजिल, आंचलिक कार्यालय,
17/30, एररबालू स्ट्रीट,
चेन्नई-600 001
76. थौजेन्ट लाइट्स शाखा
406, लाइट्स रोड,
गोपालपुरम,
चेन्नई-600 086
77. आरंगलदुर्गम शाखा
ग्राम व डाकघर अरंगलदुर्गम,
वाया तुतिपेट,
जिला वेल्लूर अम्बेडकर-635 811
78. चेन्नई ओवरसीज शाखा
तीसरी मंजिल,
17, एररबालू स्ट्रीट,
चेन्नई-600 001

पंजाब नैशनल बैंक

मिदनापुर क्षेत्र द्वारा अनुशंसित शाखाएँ :

1. पंजाब नैशनल बैंक
शा.का : बाखराबाद, पो. : बाखराबाद,
जिला-मिदनापुर (पश्चिम),
मिदनापुर-721 424

2. **पंजाब नैशनल बैंक**
शा.का : चकरासूल, वाया : ईटाबेरिया,
पो. : ललुआ, जिला : मिदनापुर (पूर्व),
मिदनापुर-721 456
3. **पंजाब नैशनल बैंक**
शा.का : भीमपुर,
पोस्ट- भीमपुर, जिला-मिदनापुर (प०)
मिदनापुर-721 147
4. **पंजाब नैशनल बैंक**
शा.का : चिलकीगढ़,
पोस्ट-चिलकीगढ़, वाया : झाड़ग्राम,
जिला-मिदनापुर-721 314
5. **पंजाब नैशनल बैंक**
शा.का : भौदी,
पोस्ट-भौदी, जिला-मिदनापुर (प.),
मिदनापुर-721 147
6. **पंजाब नैशनल बैंक**
शा.का : नन्दीग्राम, पो-राजारामपुर चौक,
पोस्ट-नन्दीग्राम, जिला-मिदनापुर (प.),
मिदनापुर-721 631
7. **पंजाब नैशनल बैंक**
शा.का : बुरामाला,
पोस्ट- केयुशी, जिला-मिदनापुर (प.),
मिदनापुर-721 126
8. **पंजाब नैशनल बैंक**
शा.का : देऊलीहाट,
पोस्ट-सागेश्वर, जिला-मिदनापुर (पू.),
मिदनापुर-721 446
9. **पंजाब नैशनल बैंक**
शा.का : हेड़ीया,
पोस्ट-हेड़ीया, जिला-मिदनापुर (पू.),
मिदनापुर-721 430
10. **पंजाब नैशनल बैंक**
शा.का : गोवर्धनपुर,
पो. गोवर्धनपुर, जिला-मिदनापुर (प.),
मिदनापुर-721 446
11. **पंजाब नैशनल बैंक**
शा.का : जनकापुर,
पो.-जनकापुर, जिला-मिदनापुर (प.),
मिदनापुर-721 435
12. **पंजाब नैशनल बैंक**
शा.का : नारायणगढ़,
पो.-नारायणगढ़, जिला-मिदनापुर,
मिदनापुर-721 437
13. **पंजाब नैशनल बैंक**
शा.का : जयकृष्णपुर,
पो.-जुनबालदा, जिला-मिदनापुर (प.),
मिदनापुर-721 132
14. **पंजाब नैशनल बैंक**
शा.का : गोबिन्दपुर,
पो.- गोबिन्दपुर, जिला-पुरूलिया,
पिन-723 128
15. **पंजाब नैशनल बैंक**
शा.का : कमलापुर,
पो.-मंगलापुर, जिला-मिदनापुर (प.),
मिदनापुर-721 303
16. **पंजाब नैशनल बैंक**
शा.का : खाजरा,
पो.-कुशगेड़िया, जिला-मिदनापुर (प.),
मिदनापुर-721 133
17. **पंजाब नैशनल बैंक**
शा.का : कुलबोनी,
पो.-बेनाडिहा, जिला-मिदनापुर (प.),
मिदनापुर-721 133
18. **पंजाब नैशनल बैंक**
शा.का : कुकराखुपी, वाया-तापसिया,
पो.-कुकराखुपी, जिला-मिदनापुर (प.),
मिदनापुर-721 517
19. **पंजाब नैशनल बैंक**
शा.का : केन्दा,
पोस्ट-बालकधी, जिला-पुरूलिया,
पिन-723 123
20. **पंजाब नैशनल बैंक**
शा.का : ललाट,
पो.-ललाट, जिला-मिदनापुर (प.),
मिदनापुर-721 443
21. **पंजाब नैशनल बैंक**
शा.का : मंडलकुपी,
पो.-शालबोनी, जिला-मिदनापुर (प.),
मिदनापुर-721 147
22. **पंजाब नैशनल बैंक**
शा.का : महापाल,
पो.-पेटबिन्धी, जिला-मिदनापुर (प.),
मिदनापुर-721 517
23. **पंजाब नैशनल बैंक**
शा.का : मेटलडोबा,
पोस्ट-हूमगढ़, जिला-मिदनापुर (प.),
मिदनापुर-721 128

24. पंजाब नेशनल बैंक
शा.का : मुगबासन,
पो.-मुगबासन, जिला-मिदनापुर (प.),
मिदनापुर-721150
25. पंजाब नेशनल बैंक
शा.का : मावा,
पो.-बड़ाचू, जिला-मिदनापुर (प.),
मिदनापुर-721301
26. पंजाब नेशनल बैंक
शा.का : नाचीपुर, वाया-केशियांरी,
पो. सूखारोल, जिला-मिदनापुर (प.),
मिदनापुर-721133
27. पंजाब नेशनल बैंक
शा.का : पंचगेड़िया,
पो.-पंचगेड़िया, जिला-मिदनापुर (प.),
मिदनापुर-721156
28. पंजाब नेशनल बैंक
शा.का : पिण्डूई,
पो.-पिण्डूई, जिला-मिदनापुर (प.),
मिदनापुर-721131
29. पंजाब नेशनल बैंक
शा.का : रोगड़ा,
पो.-रोगड़ा, जिला-मिदनापुर (प.),
मिदनापुर-721139
30. पंजाब नेशनल बैंक
शा.का : रूपनारायणपुर,
पो.-जकपुर, जिला-मिदनापुर (प.),
मिदनापुर-721301
31. पंजाब नेशनल बैंक
शा.का : सरबेरिया, वाया-सेकन्दारी,
पो.-हाटसरबेरिया, जिला-मिदनापुर (प.),
मिदनापुर-721146
32. पंजाब नेशनल बैंक
शा.का : श्यामचन्दपुर,
पो.-श्यामचन्दपुर, जिला-मिदनापुर (प.),
मिदनापुर-721147
33. पंजाब नेशनल बैंक
शा.का : श्रीरामपुर,
पो.-श्रीरामपुर, जिला-मिदनापुर (पू.),
मिदनापुर-721651
34. पंजाब नेशनल बैंक
शा.का : शंकरपुर, वाया : बालिसा,
पो.-बोधरा, जिला-मिदनापुर (पू.),
मिदनापुर-721423
35. पंजाब नेशनल बैंक
शा.का : तेखाली बाजार,
पो.-तेखाली बाजार, जिला-मिदनापुर (पू.),
मिदनापुर-721139
36. पंजाब नेशनल बैंक
शा.का : बोयाल,
पो.-बोयाल, जिला-मिदनापुर (पू.),
मिदनापुर-721656
37. पंजाब नेशनल बैंक
शा.का : पाँसकुड़ा,
जिला-मिदनापुर (पश्चिम),
मिदनापुर-721139
- गुवाहाटी क्षेत्र द्वारा अनुशंसित शाखाएँ :
38. पंजाब नेशनल बैंक
शाखा : अमायापुर-यज्ञधाम,
पोस्ट-जानीगोंध, जिला-नलबारी,
पिन-781334 (असम)
39. पंजाब नेशनल बैंक
शाखा : बरनीहाट, 15 माईल,
जी.एस. रोड, बरनीहाट, जिला-रिबोई,
पिन-793101 (मेघालय)
40. पंजाब नेशनल बैंक
क्षेत्रीय कार्यालय, मार्केट रोड, कान्वेट जंक्शन,
40/1461, एरणाकुलम-682011 (केरल)
41. पंजाब नेशनल बैंक
पहली मंजिल, 102, बाबूखान एस्टेट,
बशीरबाग, हैदराबाद-500001
42. पंजाब नेशनल बैंक
एम-6, मैजेमैन तल,
चेनॉय ट्रेड सेंटर,
पार्कलेन, सिकंदराबाद-500003
43. पंजाब नेशनल बैंक
27-2136, कालेश्वर राव रोड,
गवर्नरपेट, विजयवाड़ा (आं. प्र.)

44. पंजाब नैशनल बैंक
6-21-108, दूसरा क्रास,
अरंडलपेट, गुंडर (आं प्र.)
45. पंजाब नैशनल बैंक
30-19-169, के एन टावर्स,
डाबा गार्डेन्स रोड,
विशाखापट्टनम (आं प्र.)
46. पंजाब नैशनल बैंक
शाखा कार्यालय : बजौरा,
जिला-कुल्लु (हिमाचल प्रदेश)
पिन-175125
47. पंजाब नैशनल बैंक
शाखा कार्यालय : सुलतानपुर कुल्लु,
कुल्लु (हिमाचल प्रदेश)
पिन-175101
दूरभाष नं. 01902-224080
48. पंजाब नैशनल बैंक
मुख्य बाजार, बाजपुर,
जिला-ऊधम सिंह नगर,
उत्तरांचल पिन-262401
49. पंजाब नैशनल बैंक
विधान सभा मार्ग, देहरादून,
उत्तरांचल पिन-248001
50. पंजाब नैशनल बैंक
शाखा कार्यालय : द्वारका,
प्रथम एवं द्वितीय तल,
वधवा कम्प्लेक्स, द्वारका,
नई दिल्ली-110045
51. पंजाब नैशनल बैंक
शाखा कार्यालय : व्यवसाय वित्त शाखा,
942, टकसाली भवन,
चौड़ा रास्ता,
जयपुर (राजस्थान)
52. पंजाब नैशनल बैंक
फालना, कॉलेज रोड, फालना,
तहसील बाली,
जिला पाली (राजस्थान)
2. ओरियन्टल बैंक ऑफ कॉमर्स
कर्मचारी प्रशिक्षण महाविद्यालय,
एस.सी.ओ. 60-61, दूसरी मंजिल,
बैंक स्क्वेयर, सेक्टर-17बी,
चंडीगढ़ पिन-160017
- (भारतीय स्टेट बैंक)
राजभाषा नियम 1976 के नियम 10(क) के अंतर्गत
अधिसूचित किए जाने वाले कार्यालयों की सूची
1. भारतीय स्टेट बैंक
आंचलिक कार्यालय,
38/4, संजय प्लेस,
आगरा (उत्तर प्रदेश)-282002
- बैंक ऑफ महाराष्ट्र
(केन्द्रीय कार्यालय, 1501, शिवाजी नगर, पुणे-411005)
- “क” क्षेत्र
1. बापरोला शाखा
बैंक ऑफ महाराष्ट्र
तलबगांव के सामने,
नांगलोई-नजफगढ़ रोड,
बापरोला, नई दिल्ली-110043
2. पुष्पांजली एनक्लेव दिल्ली शाखा
बैंक ऑफ महाराष्ट्र,
ए-26, पुष्पांजली एनक्लेव,
पीतमपुरा, नई दिल्ली-110034
3. दयानंद विहार दिल्ली शाखा
बैंक ऑफ महाराष्ट्र,
12, दयानंद विहार,
नई दिल्ली-110092
4. मयूर विहार दिल्ली शाखा
बैंक ऑफ महाराष्ट्र,
12, प्रतापनगर, मयूर विहार,
नई दिल्ली-110091
5. परिमंडल कार्यालय, दिल्ली
बैंक ऑफ महाराष्ट्र,
15, एनबीसीसी टॉवर,
तीसरी मंजिल, भिकाजी कामा प्लेस,
नई दिल्ली-110066
- ओरियन्टल बैंक ऑफ कॉमर्स
1. ओरियन्टल बैंक ऑफ कॉमर्स
कर्मचारी प्रशिक्षण महाविद्यालय,
पहली मंजिल, पी-22, बंडेल रोड,
बालीगंज, कोलकाता पिन-700019

6. माधव महाविद्यालय ग्वालियर शाखा
बैंक ऑफ महाराष्ट्र,
विवेकानन्द मार्ग, नई सड़क, लक्ष्मी,
ग्वालियर-474001
(मध्य प्रदेश)

7. लखनऊ क्षेत्रीय कार्यालय
बैंक ऑफ महाराष्ट्र,
प्लॉट नं. 12,
महानगर नार्थ हाउसिंग को-ऑप. सोसायटी,
सेक्टर-9, विकास नगर,
लखनऊ-226024

8. अलीगंज शाखा
बैंक ऑफ महाराष्ट्र,
बी-22, सेक्टर-के,
अलीगंज, लखनऊ-226024

9. गोरखपुर शाखा
बैंक ऑफ महाराष्ट्र,
प्रथम मंजिल, केशव मार्केट,
गोलाघर, गोरखपुर-273001
(उत्तर प्रदेश)

10. अलीगढ़ शाखा
बैंक ऑफ महाराष्ट्र,
शॉप नं. 1,2,3 (यूजीएफ)
शॉप नं. 3 (एलजीएफ)
स्क्वेअर टॉवर्स, मारीस रोड,
अलीगढ़ 202002 (उत्तर प्रदेश)

11. अमीनाबाद शाखा
बैंक ऑफ महाराष्ट्र,
प्रथम मंजिल, शोभित कॉमर्शियल कॉम्प्लेक्स
अमीनाबाद-226018
लखनऊ
(उत्तर प्रदेश)

12. चौक लखनऊ शाखा
बैंक ऑफ महाराष्ट्र,
हासन एनक्लेव 46,
तुलसीदास मार्ग, चौक
लखनऊ-226021 (उत्तर प्रदेश)

13. विकासनगर लखनऊ शाखा
बैंक ऑफ महाराष्ट्र,
प्लॉट नं. 12, महानगर नार्थ हाउसिंग
सोसायटी, सेक्टर-9, विकास नगर
लखनऊ-226024 (उत्तर प्रदेश)

14. मुजफ्फरपुर शाखा
बैंक ऑफ महाराष्ट्र,
चंद्रलोक टॉवर्स, चंद्रलोक चौक
मुजफ्फरपुर-842001 (बिहार)

15. राजा बाजार पटना शाखा
बैंक ऑफ महाराष्ट्र,
पटना कल्याण भवन,
प्रथम तल, खाजी पुरा,
राजा बाजार, पटना-800014 (बिहार)

16. बोरिंग रोड पटना शाखा
बैंक ऑफ महाराष्ट्र,
सावित्री कॉम्प्लेक्स, बोरिंग रोड,
पटना-800001 (बिहार)

"ख" क्षेत्र

17. चंडीगढ़ क्षेत्रीय कार्यालय
बैंक ऑफ महाराष्ट्र,
एससीओ 88-89, सेक्टर 17 सी
चंडीगढ़ संघ शासित क्षेत्र,
चंडीगढ़-160017

18. बहादुरगढ़ शाखा
बैंक ऑफ महाराष्ट्र,
एससीएफ 2 सेक्टर 6
बहादुरगढ़-124507 (हरियाणा)

19. रोहतक शाखा
बैंक ऑफ महाराष्ट्र,
649/19 सर्विसेस क्लब के सामने
सिविल रोड, रोहतक-124001 (हरियाणा)

20. भटिंडा शाखा
बैंक ऑफ महाराष्ट्र,
10-11 एससीएफ, अर्बन एस्टेट
फेज-1, भटिंडा-151001 (पंजाब)

21. मंडी गोविंदगढ़ शाखा
बैंक ऑफ महाराष्ट्र,
कोणार्क प्लाजा, मोतिया खान,
मंडी गोविंदगढ़-147301 (पंजाब)

22. रूपनगर चंडीगढ़ शाखा
बैंक ऑफ महाराष्ट्र,
एससीएफ-36, 37, बेअंत सिंह अमन नगर
बेला रोड, रूपनगर, रोपड़-140001
(पंजाब)

23. **खना शाखा**
बैंक ऑफ महाराष्ट्र,
सीएफ-36, जीडीबी मार्केट
पोस्ट हाउस के पास
मुंबई-411401
(पंजाब)
24. **दयालबाग फरीदाबाद शाखा**
बैंक ऑफ महाराष्ट्र,
शॉप नं. 4, रॉयल कॉम्प्लेक्स,
दयालबाग कालोनी,
म्यूनिसिपल वार्ड नं. 14
फरीदाबाद-120009
25. **महालक्ष्मी मुंबई शाखा**
बैंक ऑफ महाराष्ट्र,
मिर्चल कैसल, 796 तल मंजिल
बी. देसाई रोड व महालक्ष्मी मंदिर रोड जंक्शन
मुंबई-400026 (महाराष्ट्र)
26. **पंतनगर घाटकोपर (पूर्व) मुंबई शाखा**
बैंक ऑफ महाराष्ट्र,
185/त्रिशूल को-ऑप हाउ. सोसायटी
पंतनगर, घाटकोपर (पूर्व)
मुंबई-400075 (महाराष्ट्र)
27. **सरस्वती भुवन कॉलेज शाखा**
बैंक ऑफ महाराष्ट्र,
सरस्वती भुवन एज्युकेशनल सोसायटी,
सरस्वती भुवन कालोनी, औरंगाबाद-431001
(महाराष्ट्र)
28. **होटल वेदांत स्टेशन रोड शाखा**
बैंक ऑफ महाराष्ट्र,
होटल वेदांत, स्टेशन रोड,
औरंगाबाद-431001
(महाराष्ट्र)
29. **बालभारती पुणे शाखा**
बैंक ऑफ महाराष्ट्र,
महाराष्ट्र राज्य पाठ्यपुस्तक महामंडल
प्रकाशन भवन, बालभारती,
सेनापति बापट मार्ग, पुणे-411004
(महाराष्ट्र)
30. **डॉ. डी. वाय. पाटील कॉलेज शाखा, पुणे**
बैंक ऑफ महाराष्ट्र,
डॉ. डीवाय पाटील लेडीज होस्टेल नं. 8
एचआईजी स्कीम, संत तुकारामनगर,
पुणे-411018 (महाराष्ट्र)
31. **खारघर शाखा**
बैंक ऑफ महाराष्ट्र,
शॉप नं. 9, 10, 11, 12, 14
श्रीगणेश समन्वय को-ऑप सोसायटी
प्लॉट नं. 13, सेक्टर नं. 11,
खारघर, नवी मुंबई-410210
(महाराष्ट्र)
32. **जयहिंद कॉलेज कैम्पस धुले शाखा**
बैंक ऑफ महाराष्ट्र,
जयहिंद कॉलेज कैम्पस,
देवपुर-धुले वाडी भोकर रोड
धुले-413002
(महाराष्ट्र)
33. **आरपी गोगटे कॉलेज रत्नागिरी शाखा**
बैंक ऑफ महाराष्ट्र,
स्पोर्ट्स कॉम्प्लेक्स, 518/सी-5
आरपी गोगटे कॉलेज कैम्पस,
रत्नागिरी-415612
(महाराष्ट्र)
34. **पीपल्स कॉलेज कैम्पस नांदेड शाखा**
बैंक ऑफ महाराष्ट्र,
गांजवे बिल्डिंग, सांडस कॉलेज रोड
पीपल्स कॉलेज कैम्पस, नांदेड
नांदेड-431601
(महाराष्ट्र)
35. **अदजान शाखा सूरत**
बैंक ऑफ महाराष्ट्र,
प्राइम आर्केड, आनंद महाल रोड
वार्ड नं. 17बी, जोगनी नगर के पास
अदजान सूरत (गुजरात)
36. **ऐरोली शाखा**
बैंक ऑफ महाराष्ट्र,
राजकमल बिल्डिंग, प्लॉट नं. 17
सेक्टर-3, ऐरोली
नवी मुंबई-400708
(महाराष्ट्र)

(Department of Economic Affairs)

(BANKING DIVISION)

New Delhi, the 8th June, 2005

S.O. 2116. In pursuance of sub-rule (4) of rule 10 of the Official Languages (Use of official purposes of the Union) Rules, 1976 the Central Government, hereby, notifies the listed offices/branches of the following banks/Financial Institution in the attached annexure, more than 80% of the staff whereof have acquired the working knowledge of Hindi :—

S. No.	Name of the Banks	Number of Offices/ Branches
1.	Reserve Bank of India	05
2.	State Bank of Bikaner & Jaipur	09
3.	NABARD	01
4.	Andhra Bank	06
5.	Bank of India	78
6.	Punjab National Bank	52
7.	State Bank of India	01
8.	Oriental Bank of Commerce	02
9.	Bank of Maharashtra	36
Total		190

[F. No. 11016/5/2004-Hindi]

RAMESH BABU ANIYERY, Jt. Director (OL)

ANNEXURE

Reserve Bank of India

1. Reserve Bank of India, Main office Building, P.N.B.-16, Civil Lines, Nagpur-440001
2. Reserve Bank of India, Central Vista, Sector-17, Opp. Telephone Building, Chandigarh-160017
3. Reserve Bank of India, Near Gandhi Bridge, P.N.B.-1, Ashram Road, Ahmedabad-380001
4. Reserve Bank of India, C.B.D. Belapur, H.H. Nirmala Devi Marg, Sector-10, Plot No. 3, Navi Mumbai-400614
5. College of Agricultural Banking Reserve Bank of India, Ganesh Khind Road, (Vidya Peeth Marg), Pune-411016

STATE BANK OF BIKANER AND JAIPUR**HEAD OFFICE****JAIPUR**

Office to be notified in the Official Gazette under Rule 10(4) of Official Language Rules 1976.

1. U. I. T., BHARATPUR

Address :

U.I.T.

Bharatpur

2. STATIONERY DEPOT, JODHPUR

Address :

Stationary Depot,
1st Floor,
Chopasani Road,
Jodhpur

3. LEAD BANK, BIKANER

Address :

Lead Bank,
Public Park,
Bikaner-334001

4. REGIONAL OFFICE, SRIGANGANAGAR

Address :

Regional Office,
Gaganpath
Jawahar Nagar,
Post Box No. 90
Sriganga Nagar-335001

5. STATIONARY DEPOT, UDAIPUR

Address :

104, Padmini Marg,
Near Old Railway Station,
Pratap Nagar,
Udaipur-313001

6. JHALRAPATAN

Address :

Jhalrapatan
Distt. Jhalawar

7. LEAD BANK, HANUMANGARH

Address :

Lead Bank,
250, New Grain Dhan Mandi,
1st Floor,
Hanumangarh-355512

8. STATIONERY DEPOT, JAIPUR

Address :

Stationary Depot,
Near Ghatgate,
Opp. Ankur Cinema,
Jaipur

9. COLLECTORATE, HANUMANGARH

Address :

Collectorate, Hanumangarh,
Hanumangarh Junction-335512
(Rajasthan)

1. National Bank for Agriculture and Rural Development
Uttanchal Regional Office
113/2, Rajpur Rd, Dehradun

ANDHRA BANK

Address of the branch to be notified under rule 10.4 :—

1. Andhra Bank,
Guri Govind Singh Road,
Hazaribag,
Jharkhand-625301
2. Andhra Bank
Vaninagar Branch
Jagitial-505 327
Karimnagar
Andhra Pradesh
3. Andhra Bank,
Bhavanipuram Branch,
D. No. 76-8/1-11 Crombay Road
Bhavanipuram,
Vijaywada-520012.
4. Andhra Bank,
Siddharthanagar Branch,
D. No. 59-3-6
Ashok Nagar, II Cross Road,
Vijaywada-520010.
5. Andhra Bank,
Srinivasam Complex Branch,
Tirupati,
Andhra Pradesh-517501.
6. Andhra Bank,
Petmitta Branch,
Chittoor District,
Andhra Pradesh-517124.

BANK OF INDIA

Branches to be notified under Rule 10(4) of Official Language Rule, 1976 :—

1. Begusarai Branch,
Gunjan Bazar,
Town Thana Chowk,
Begusarai,
Bihar 851 101

2. Vyapar Vihar Branch,
Zone-1, Plot No. 22,
Vyapar Vihar, Main Road,
Bilaspur, Dist. Bilaspur,
Chhatisgarh-495 004.
3. Devendra Nagar, Branch,
Rajendra Complex,
IGVP, Cloth Market,
Devendra Nagar, Pandri,
Raipur, Dist. Raipur,
Chhattisgarh
4. Power House Branch
Near Old Bus Stand,
G.E. Road, Ambedkar Chowk, Bhilai,
Dist. Durg.
5. Sangrur Branch
444, Friends Colony,
Near Hotel Mayur,
Outside Dhuri Gate,
Sangrur, Dist. Sangrur
Punjab-148 001
6. Gomti Nagar Branch
Star House, Ground Floor,
Vibhuti Khand,
Gomti Nagar,
Lucknow,
Uttar Pradesh-226 010
7. Ram Nagari Colony Branch,
Ram Nagari More,
R. B. Market,
1st Ashiana Nagar,
Patna-800 025
8. Dheever Branch,
Barh Super Thermal Power Project,
Complex,
Barh, Dist. Patna,
Bihar-803 221
9. Seraikela Branch,
Main Road, Seraikela,
At & P.O.-Seraikela,
Dist. Seraikela-Kharsawan,
Jharkhand-833 219
10. Saifia College Branch,
Saifia Arts, Commerce & Law College,
Ahmedabad Palace Road,
Koh-e-fiza, Chapal,
Madhya Pradesh-462 001.
11. Hoshangabad Branch,
Fauzdar Bhawan,
Balaganj, Sat Rasta,
Hoshangabad-461001
12. Jhotwara Industrial Area Branch,
9(4), Jhotwara, Industrial Area,
Jairpur, Rajasthan-302 012

13. Jhunjhunu Branch,
Road No. 1,
Opp. B.D.K. Hospital,
Jhunjhunu, Dist. Jhunjhunu,
Rajasthan-333 001.
14. Churu Branch,
Indramani Nivas,
Ward No. 18,
Station Road, Churu,
Dist. Churu,
Rajasthan-331 001
15. Jaipur Service Branch,
Puri Bhawan, Sewai Hotel Lane,
M.I. Road,
Jaipur-302 001 (Rajasthan)
16. Hanumangarh Branch,
Rajiv Gandhi Chowk,
Dinar Theatre Complex,
Hanumangarh Town,
Dist. Hanumangarh,
Rajasthan-335 513
17. Kishangarh Branch,
Pushpata Bhavan, Main Market,
Madanganj, Kishangarh,
Dist. Ajmer,
Rajasthan-305 801
18. Pali Branch,
Chandralok Building,
Near Manthan Cinema,
Railway Station Raod,
Pali, Rajasthan
19. Pratap Vihar Branch,
G.D.P.-5, Sector-12,
Pratap Vihar,
Ghaziabad-201 009
Uttar Pradesh
20. Rohini Branch,
6, Vikas Tower,
Community Centre, Sector-8,
Rohini, Delhi-110085
21. Delhi Housing & Personnel Banking Branch,
26 A, Community Centre,
Ashok Vihar,
New Delhi-110052
22. Kanpur SSI Branch,
52-A Dada Nagar,
Kanpur, Pin 208 022,
Uttar Pradesh
23. Fatehpur Chowk Branch,
Near Saraswati Shishu Mandir,
Chowk Bazar, Fatehpur,
Dist. Fatehpur,
Uttar Pradesh-212 601
24. Orai Branch,
Gurjar Complex,
Raj Marg, Orai,
Dist. Jalaun,
Uttar Pradesh
25. Hazira Branch,
Nand Niketan Shopping Complex,
Essar Township,
27 k.m. Surat-Hazira Raod,
Gujarat
26. Nerul (Navi Mumbai) Branch,
1st Floor, Socio Welfare Bldg.,
Sri Ayyappa Temple Complex,
Sector 17, Nerul, Navi Mumbai,
Dist. Thane,
Maharashtra-400 706
27. Kharghar Branch,
1st Floor, 'Swarna' Complex,
Plot No. 14, Sector-7,
Kharghar, Tal. Panvel,
Dist. Raigad,
Maharashtra-410 210
28. Visnagar Branch,
Ambika Bhavan, Bus Stand Road,
Sawala Darwaja, Opp. Patel Wadi,
Visnagar, Dist. Mehsana,
Gujarat-348 315
29. Malvan Branch,
House No. 487(i),
Somwar Peth, At/Po/Tal. Malvan,
Dist. Sindhudurg,
Maharashtra-416 606
30. Chandigarh Service Branch,
Bank Square, Sector 17,
P.O. 2,
Chandigarh-160 017
31. Panchkula Sector-20 Branch,
SCO No. 290
Sector-20, Panchkula,
Dist. Panchkula,
Haryana
32. S.V.G. Market Complex C&P Branch,
S.V.G. Market Complex,
Opp. RTC Bus Complex,
Rajahmundry,
East Godavari District,
Andhra Pradesh-533 103
33. Chenchupeta Branch,
D.No. 10-1-73,
Chenchupeta, Tenali,
Dist. Guntur,
Andhra Pradesh-522 202

34. Palakol Branch,
19-1-15, 1st Floor,
Main Road, Palakol,
Dist. West Godavari,
Andhra Pradesh-534 260
35. Bhimavaram Branch,
1st Floor, Dasari Complex,
Door No. 24-1-5/2,
Ward No. 35,
Juvvalapalam Road,
Bhimavaram,
Dist. West Godavari,
Andhra Pradesh 534 202
36. Pathanamthitta Branch,
Building No. 371, Ward No. XXI,
1st Floor, Mangalan Plaza,
Kumbazha Road,
Pathanamthitta P.O.,
Pathanamthitta Dist.,
Kerala-689 645
37. OSIL (Palaspanga) Branch,
OSIL Campus,
A/P Palaspanga,
Dist. Keonjhar,
State Orissa-758031
38. Bugate Alur Branch,
Village & Post Bugate Alur,
Taluka: Hukkeri,
District: Belgaum,
Karnataka-591 313
39. Bally Bazar Branch,
215, 217, 218 Goswamipara Road,
Bally, Howrah-711201
40. Bankura Branch,
52/1, Lal Bazar
P.O. & Dist. Bankura,
W.B.-722101
41. Bhadutala Branch,
Vill & P.O. Bhadutala,
Midnapore--721129
42. Champdani Branch,
8, G.T. Road, Champdani,
Baidyabati, Hooghly,
West Bengal
43. Dhatrigram Branch,
At & P.O. Dhatrigram.,
Dist. Burdwan,
West Bengal
44. Dobson Lane Branch,
P-4, Dobson Lane,
Howrah-1,
West Bengal
45. Duttapur Branch,
Vill & P.O. Krishnarampur,
Hooghly, Pin-712705
West Bengal.
46. Gopalnagar Branch,
Vill Gopalnagar, Post-Par Gopalnagar,
Hooghly, West Bengal-712 418
47. Haldia Port Town Branch,
Vill & PO Khanjan Chowk, Haldia,
Dist. Midnapore-,
West Bengal-721 602
48. Jaypur Branch,
Vill-Jaypur, Post-Mahatapur,
Midnapore--721 516
49. Ratnapur Branch,
At & Post-Ratnapur,
Dist. Bankura,
West Bengal-722 101
50. Raghunathpur Bazar Branch,
T.N. Mukherjee Road,
At & Post-Raghunathpur,
Hooghly,
West Bengal-712247
51. Santragachhi Branch,
20/1, S.N.N.C. Road. Santragachhi,
Howrah-711 014
West Bengal
52. Srirampur Branch,
89, G.T. Road,
Srirampur, Hooghly,
West Bengal pin-712201
53. Keranichati Branch,
Vill-Keranichati, Post-Abash,
Midnapore--721 101
54. Kharagpur Branch,
210 A, Kharida Fatak Bazar,
Kharagpur, Midnapore--721 301
West Bengal
55. Adyar Branch,
No. 33/3, 1st Main Road,
Gandhinagar, Adyar,
Chennai-600 020
56. Alagapuram Branch,
Naicker Street, Alagapuram P.O.
Udayarpalayam Taluk,
Dist. Perambalur, Tamil Nadu,
Pin-608 701
57. Arambakkam Branch,
G.N.T., Road, Arambakkam,
Taluka Gummidipundi,
District Tiruvallur,
Tamil Nadu-601 207

58. Chennai Zonal Office
Bank of India Building,
17/30 Errabalu Chetty Street,
Chennai-600 001
59. Boochi Atthipedu Branch
Bazaar Street,
Via Red Hills, Chennai,
Tamil Nadu-600 052
60. Guindy Branch
SPIC Centre,
44-A, Mount Road,
Guindy, Chennai-600 032
61. Kancheepuram Branch
30-3, Gandhi Road,
Post Box No. 20, Kancheepuram-1,
Dist. Kancheepuram,
Tamil Nadu Pin-631 501
62. Staff Training Centre
No. 3, II Street, Balaji Nagar,
Royapettah,
Chennai-600 014
63. Kumarakudi Branch
185, Main Road, Kumarakudi,
Kattumannar Koil Taluk,
Cuddalore District,
Tamil Nadu-608 702
64. Kodambakam Branch
71, Mutt Street,
Thanjavur Dist.,
Chennai-600 024
65. Kodungaiyur Branch
No. 3, Ethirajamsai Salai,
Kodungaiyur,
Chennai, Pin 600 118
66. Chennai Corporate Banking Branch
4th Floor, Tarapore Tower,
627, Anna Salai,
Chennai-600 002
67. Kumbakonam Branch
71, Mutt Street,
Kumbakonam, Dist. Thanjavur,
Tamil Nadu-612 001
68. Mount Road, Branch
175/1, Anna Salai,
Post Box No. 2703,
Chennai-600 002
69. Mylapore Branch
174, Luz, Mylapore,
Mylapore, P.B. No. 643,
Chennai-600 004
70. Parivilagam Branch
15, Kennedy Street,
Post. Kothavasal,
Kattumannar Koil (T.K.)
Dist. Cuddalore,
Tamil Nadu-608 305
71. Pondavkkam Branch
Tiruvallur Main Road,
Taluk Uthukottai,
Dist. Tiruvallur,
Tamil Nadu-602 026
72. Purasawalkam Branch
Palace Regency, 1st floor,
80-93, Purasawalkam High Road,
Chennai,
Chennai-600 004
73. Santhome Branch
No. 1, Santhome High Road,
Chennai-600 004
74. Sowcarpet Branch
59, Devaraja Mudali Street,
Chennai-600 003.
75. Chennai Asset Recovery
Old No. 17, New No. 30,
Errabalu Street,
Chennai-600 001.
76. Thousand Lights Branch
No. 406 Loyds Road,
Gopalapuram,
Chennai-600 006.
77. Arangaldurgam Branch
Vill & Post Arangaldurgam,
Via Thuthipet,
Dist. Vellore Ambedkar,
Tamil Nadu-635 811
78. Chennai Overseas Branch
3rd Floor,
17, Errabalu Street,
Chennai-600 001.

PUNJAB NATIONAL BANK

Branches Recommended by Midnapore Region for
notification under O.L. Rules :—

1. Punjab National Bank
B.O. Bakhrabad,
P.O. : Bakhrabad, Dist. Midnapore- (West),
Pin- 721 424.

2. Punjab National Bank
B.O. : Chakrasul, Via ; Itaberia,
P.O. : Lalua, Dist: Midnapore (East),
Midnapore-721 456
3. Punjab National Bank
B.O. : Bhimpur,
P.O. : Bhimpur, Dist: Midnapore (West),
Midnapore-721 147.
4. Punjab National Bank
B.O. : Chilkigarh,
P.O. : Chilkigarh, Via Jhargram,
Distt. Midnapore-Pin-721 314.
5. Punjab National Bank
B.O. : Bhoudi,
P.O. : Bhoudi, Dist: Midnapore (West)
Midnapore-721 147.
6. Punjab National Bank
B.O. : Nandigram,
P.O. : Rajarampore Chowk, Dist: Midnapore (West),
Pin-721 631.
7. Punjab National Bank
B.O. : Buramala,
P.O. : Keushi, Dist: Midnapore (West),
Midnapore-721 126
8. Punjab National Bank
B.O. : Deolihat,
P.O. : Sagaraswar, Dist: Midnapore (E),
Midnapore-721 446.
9. Punjab National Bank
B.O. : Heria,
P.O. : Heria, Dist: Midnapore (East),
Midnapore-721 430.
10. Punjab National Bank
B.O. : Gobardhanpur,
P.O. : Gobardhanpur, Dist: Midnapore (West),
Pin- 721 446.
11. Punjab National Bank
B.O. : Jankapur,
P.O. : Menkapur, Dist: Midnapore (West),
Midnapore-721 435.
12. Punjab National Bank
B.O. : Narayangarh,
P.O. : Narayangarh, Dist: Midnapore,
Midnapore- 721 437.
13. Punjab National Bank
B.O. : Joykrishnapur,
P.O. : Junbalda, Dist: Midnapore (West),
Midnapore - 721 132.
14. Punjab National Bank
B.O. : Gobindpur,
P.O. : Gobindapur, Dist: Purulia,
Midnapore-723 128.
15. Punjab National Bank
B.O. : Kamalapur,
P.O. : Manglapur, Dist: Midnapore (West),
Midnapore-721 303.
16. Punjab National Bank
B.O. : Khajra,
P.O. : Kushgeria, Dist: Midnapore (W),
Midnapore-72 1 133.
17. Punjab National Bank
B.O. : Kulboni,
P.O. : Benadiha, Dist: Midnapore (W),
Midnapore-721 133.
18. Punjab National Bank
B.O. : Kukrakhup, Via: Tapsia,
P.O. : Kukrakhupi, Dist: Midnapore (W),
Midnapore-721 517.
19. Punjab National Bank
B.O. : Kenda,
P.O. : Balakdhi, Dist. Purulia,
Midnapore-723 123.
20. Punjab National Bank
B.O. : Lalat,
P.O. : Lalat, Dist: Midnapore (West),
Midnapore-721 443.
21. Punjab National Bank
B.O. : Mandalkupi,
P.O. : Salboni, Dist: Midnapore (West),
Midnapore- 721 147.
22. Punjab National Bank
B.O. : Mahapal,
P.O. : Petbindhi, Dist: Midnapore (West),
Midnapore-721 517.
23. Punjab National Bank
B.O. : Metaldoba,
P.O. : Hoomgarh, Dist: Midnapore (West),
Midnapore-721 128.
24. Punjab National Bank
B.O. : Mugbasan,
P.O. : Mugbasan, Dist: Midnapore (West),
Midnapore-721 150.
25. Punjab National Bank
B.O. : Mawa,
P.O. : Barachu, Dist: Midnapore (West),
Midnapore-721 301.
26. Punjab National Bank
B.O. : Nachipur,
P.O. : Sukharol, Via Keshiary,
Dist: Midnapore (West),
Pin-721 133.

27. Punjab National Bank
B.O. : Panchgeria,
P.O. : Panchgeria, Dist: Midnapore (West),
Midnapore-721 156.
28. Punjab National Bank
B.O. : Pindrui,
P.O. : Pindrui, Dist: Midnapore (West),
Midnapore-721 131.
29. Punjab National Bank
B.O. : Rogra,
P.O. : Rogra, Dist: Midnapore (West),
Midnapore-721 139.
30. Punjab National Bank
B.O. : Rupnarayanpur, PO : Jakpur,
Dist: Midnapore (West)
Midnapore-721 301.
31. Punjab National Bank
B.O. : Sarberia, Via ; Sekandari,
P.O. : Hatsarberia, Dist: Midnapore (West),
Midnapore-721 146.
32. Punjab National Bank
B.O. : Shyamchandpur,
P.O. : Shyamchandpur, Dist: Midnapore (West)
Midnapore-721 147.
33. Punjab National Bank
B.O. : Srirampur,
P.O. : Srirampur, Dist: Midnapore (East),
Midnapore-721 651.
34. Punjab National Bank
B.O. : Shankarpur, Via : Balisa,
P.O. : Bodhra, Dist: Midnapore (East),
Midnapore-721 423.
35. Punjab National Bank
B.O. : Tekhali Bazar,
P.O. : Tekhali Bazar, Dist: Midnapore (East),
Midnapore-721 139.
36. Punjab National Bank
B.O. : Boyal,
P.O. : Boyal, Dist: Midnapore (East),
Midnapore-721 656.
37. Punjab National Bank
B.O. : Panskura,
P.O. : Panskura, Dist: Midnapore (West)
Midnapore-721 139
38. Punjab National Bank
B.O. : Amayapur-Yagyadham
P.O. : Janigao, Dist: Nalbari,
Pin : 781 334 (Assam)
39. Punjab National Bank
B.O. : Byrnihat, 15th Mile,
G.S. Road, Byrnihat, Dist: Reboi,
Pin 793 101 (Meghalaya).
40. Punjab National Bank,
Regional Office, Market Road,
Convent Janction
40/1461 Ernakulam-682011 (Kerala)
41. Punjab National Bank,
1st Floor, 102, Babukhan Estate,
Basheerbagh, Hyderabad-500001
42. Punjab National Bank,
M-6, Mezzamine Floor,
Chenoi Trade Centre, Parklane,
Secunderabad-500003
43. Punjab National Bank,
27-2136, Kaleswar Rao Road,
Governorpet, Vijayawada (AP)
44. Punjab National Bank,
6-21-108, 2nd Cross, Arundalpet,
Guntur (AP)
45. Punjab National Bank,
30-19-169, KN Towers,
Daba Gardens Road,
Visakhapatnam (AP)
46. Punjab National Bank,
Branch Office, Bajaura,
District : Kullu (Himachal Pradesh) 175125
47. Punjab National Bank,
Branch Office : Sultanpur Kullu
Kullu (Himachal Pradesh) 175101
48. Punjab National Bank,
Main Market, Bazpur,
District-Udham Singh Nagar,
Uttaranchal 262401
49. Punjab National Bank,
Vidhan Sabha Marg,
Dehradun, Uttaranchal 248001
50. Punjab National Bank,
Branch Office : Dwarka
1st and 2nd Floor,
Wadhwa Complex, Dwarka,
New Delhi 110045
51. Punjab National Bank,
Branch Office : Trade Finance Branch,
942, Taksali Bhawan,
Chaura Rasta, Jaipur (Rajasthan)

52. Punjab National Bank,
Falna, College Road, Falna,
Tehsil Bali, Distt. Pali (Rajasthan)

STATE BANK OF INDIA

1. State Bank of India,
Zonal Office, 38/4 A,
Sanjay Place, Agra (U.P.) 282002

ORIENTAL BANK OF COMMERCE

1. Oriental Bank of Commerce,
Staff Training College,
First Floor, Ballygunge P-22,
Bondel Road, Kolkata 700019
2. Oriental Bank of Commerce
Staff Training College,
S.C.O. 60-61,
Ind Floor, Bank Square,
Sector-17B Chandigarh 160017

BANK OF MAHARASHTRA

(Central Office, 1501, Shivajinagar, Pune 411005)

"A" Region

1. Baprola Branch,
Bank of Maharashtra,
Opp. Talabgaon,
Nagloi-Nazafgarh Road,
Baprola, New Delhi 110043
2. Pushpanjali Enclave Delhi Branch,
Bank of Maharashtra,
A-26, Pushpanjali Enclave,
Pritampura, New Delhi 110034
3. Dayanand Vihar Delhi Branch,
Bank of Maharashtra,
12, Dayanand Vihar,
New Delhi 110092
4. Mayur Vihar Delhi Branch,
Bank of Maharashtra,
12, Pratapnagar, Mayur Vihar,
New Delhi 110091
5. Circle Office, Delhi,
Bank of Maharashtra,
15, NBCC Tower,
Third Floor, Bhikaji Kama Place,
New Delhi 110066

6. Madhav Mahavidyalaya Gwalior Br.,
Bank of Maharashtra,
Vivekanand Road, New Road,
Lashkar, Gwalior 474001
(Madhya Pradesh)

7. Regional Office, Lucknow,
Bank of Maharashtra, Plot No. 12,
Mahanagar North Hsg. Society,
Sector-9, Vikas Nagar, Lucknow 226004

8. Aliganj Branch,
Bank of Maharashtra,
B-22, Sector-K, Aliganj,
Lucknow 226024

9. Gorakhpur Branch,
Bank of Maharashtra
First Floor, Keshav Market
Golaghar, Gorakhpur 273001 (U.P.)

10. Aligarh Branch,
Bank of Maharashtra,
Shop No. 1, 2, 3 (UGF),
Shop No. 3 (LGF),
Square Towers, Moris Road,
Aligarh 202002 (U.P.)

11. Aminabad Branch,
Bank of Maharashtra,
First Floor, Shobhit Com. Complex,
Aminabad 226018, Lucknow, (U.P.)

12. Chowk Lucknow Branch,
Bank of Maharashtra,
Hasan Enclave 46,
Tulsidas Marg, Chowk,
Lucknow 226021 (U.P.)

13. Vikasnagar Lucknow Branch,
Bank of Maharashtra,
Plot No. 12, Mahanagar North Housing Society,
Sector-9, Vikasnagar,
Lucknow 226024 (U.P.)

14. Muzaffarpur Branch,
Bank of Maharashtra,
Chandralok Towers, Chandralok Chowk,
Muzaffarpur 842001 (Bihar)

15. Raja Bazar Patna Branch,
Bank of Maharashtra,
Patna Kalyan Bhavan,
First Floor, Khaji Pura,
Raja Bazar Patna 800014 (Bihar)

16. Boring Road Patna Branch,
Bank of Maharashtra,
Savitri Complex, Boring Road,
Patna 800001 (Bihar)

“B” Region

17. Chandigarh Regional Office,
Bank of Maharashtra,
SCO 88-89, Sector 17-C,
Chandigarh Union Territory,
Chandigarh 160017
18. Bahadurgarh Branch,
Bank of Maharashtra,
SCF 2 Sector 6,
Bahadurgarh 124507 (Haryana)
19. Rohtak Branch,
Bank of Maharashtra,
649/19, Opp. Services Club,
Civil Road, Rohtak 124001 (Haryana)
20. Bhatinda Branch,
Bank of Maharashtra,
10-11 SCF, Urban Estate,
Phase-1, Bhatinda 151 001 (Punjab)
21. Mandi Govindgarh Branch,
Bank of Maharashtra,
Konark Plaza, Motia Khan,
Mandi Govindgarh 147301 (Punjab)
22. Roopnagar Chandigarh Branch,
Bank of Maharashtra,
SCF-36, 37, Baint Singh Aman Nagar,
Bela Road, Roopnagar,
Ropar 140001 (Punjab)
23. Khanna Branch,
Bank of Maharashtra,
SCF-36, GTB Market,
Near PWD Guest House,
Khanna Dist. Ludhiana 141401 (Punjab)
24. Dayalbagh Faridabad Branch,
Bank of Maharashtra,
Shop No. 4, Shopping Complex,
Dayalbagh Colony,
Municipal Ward No.14,
Faridabad 120009
25. Mahalaxmi Mumbai Branch,
Bank of Maharashtra,
Mittal Castle, 796, Ground Floor,
B. Desai & Mahalaxmi Temple Road Junction,
Mumbai 400026 (Maharashtra)
26. Pantnagar Ghatkopar (E) Mumbai Br.
Bank of Maharashtra,
185/Trishul Coop. Hsg. Society,
Pantnagar, Ghatkopar (E),
Mumbai 400075 (Maharashtra)
27. Saraswati Bhuvan College Br.
Bank of Maharashtra,
Saraswati Bhuvan Educational Society,
Saraswati Bhuvan Colony,
Aurangabad 431001, (Maharashtra)
28. Hotel Vedant Station Road Br.
Bank of Maharashtra,
Hotel Vedant, Station Road,
Aurangabad 431001
(Maharashtra)
29. Balbharati Pune Branch,
Bank of Maharashtra,
Maharashtra State Pathyapustak Mandal,
Publication Bldg. Balbharati,
S. Bapat Marg, Pune 411004 (Maharashtra)
30. Dr. D.Y. Patil College Pune Branch,
Bank of Maharashtra,
Dr. D.Y. Patil Ladies Hostel No. 8
HIG Scheme, Sant Tukaram Nagar,
Pune 411018 (Maharashtra)
31. Kharghar Branch,
Bank of Maharashtra,
Shop Nos. 9,10, 11, 12, 14
Shriganesh Samanvay Coop. Society,
Plot No. 13, Sector No.11,
Kharghar, New Mumbai 410210 (Maharashtra)
32. Jaihind College Campus Dhule Br.
Bank of Maharashtra,
Jaihind College Campus,
Deopur Dhule Wadi Bhokar Road,
Dhulia 242002 (Maharashtra)
33. RP Gogate College Ratnagiri Br.
Bank of Maharashtra,
Sports Complex 518/C-5
RP Gogate College Campus,
Ratnagiri 415612
(Maharashtra)
34. Peoples College Campus Nanded Br.
Bank of Maharashtra,
Ganjwe Bldg. Science College Road,
Peoples College Campus Nanded,
Nanded 431601 (Maharashtra)
35. Adajan Surat Branch,
Bank of Maharashtra,
Prime Arcade, Anand Mahal Road,
Ward No. 17B, Near Jogani Nagar,
Adajan, Surat (Gujrath)
36. Airoli Branch,
Bank of Maharashtra,
Rajkamal Bldg. Plot No.17,
Sector-3, Airoli,
New Mumbai 400708 (Maharashtra)

नई दिल्ली, 9 जून, 2005

का. आ. 2117.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबन्ध) स्कीम, 1970/1980 के खण्ड 3 के उपखण्ड (1) खण्ड 5, खण्ड 6, खण्ड 7 और खण्ड 8 के उपखण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा (3) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् श्री टी०एस० नारायणसामी, अध्यक्ष एवं प्रबंध निदेशक, आन्ध्र बैंक को पद ग्रहण करने की तारीख से 31-5-2009 अर्थात् उनकी अधिवर्षिता की आयु तक या अगला आदेश होने तक, जो भी पहले हो, इंडियन ओवरसीज बैंक के अध्यक्ष एवं प्रबंध निदेशक के रूप में नियुक्त करती है।

[सं. 9/20/2003-बीओ-1]

जी.बी. सिंह, अवर सचिव

New Delhi, the 9th June, 2005

S.O. 2117.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with Sub-clause (1) of clause 3, clause 5, clause 6, clause 7 and Sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after Consultation with the Reserve Bank of India, hereby appoints Shri T. S. Narayansami, Chairman and Managing Director, Andhra Bank as Chairman and Managing Director, Indian Overseas Bank from the date of his taking charge of the post and upto 31-05-2009 i.e. date of his attaining the age of superannuation or until further orders, whichever is earlier.

[F.No. 9/20/2003-BO-1]

G. B. SINGH, Under Secy.

नई दिल्ली, 9 जून, 2005

का. आ. 2118.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबन्ध) स्कीम, 1970 के खण्ड 3 के उपखण्ड (1) खण्ड 5, खण्ड 6, खण्ड 7 और खण्ड 8 के उपखण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् श्री एम०बालचन्द्रन, कार्यपालक निदेशक, बैंक आफ इंडिया को पद ग्रहण करने की तारीख से 30-4-2007 अर्थात् उनकी अधिवर्षिता की आयु तक या अगला आदेश होने तक, जो भी

पहले हो, बैंक आफ इंडिया के अध्यक्ष एवं प्रबंध निदेशक के रूप में नियुक्त करती है।

[सं. 9/17/2003-बीओ-1]

सुदेश कुमार, निदेशक

New Delhi, the 9th June, 2005

S.O. 2118.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with Sub-clause (1) of clause 3, clause 5, clause 6, clause 7 and Sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after Consultation with the Reserve Bank of India, hereby appoints Shri M. Balachandran presently Executive Director, Bank of India as Chairman and Managing Director, Bank of India from the date of his taking charge of the post and upto 30-04-2007 i.e. date of his attaining the age of superannuation or until further orders, whichever is earlier.

[F.No. 9/17/2003-BO-I]

SUDESH KUMAR, Director

नई दिल्ली, 9 जून, 2005

का. आ. 2119.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबन्ध) स्कीम, 1970/1980 के खण्ड 3 के उपखण्ड (1) खण्ड 5, खण्ड 6, खण्ड 7 और खण्ड 8 के उपखण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा (3) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् श्री के. रामकृष्णन, कार्यपालक निदेशक, बैंक आफ बड़ौदा को पद ग्रहण करने की तारीख से 31 जुलाई, 2008 अर्थात् उनकी अधिवर्षिता की आयु तक या अगला आदेश होने तक, जो भी पहले हो, आंध्रा बैंक के अध्यक्ष एवं प्रबंध निदेशक के रूप में नियुक्त करती है।

[सं. 9/19/2003-बीओ-1]

जी. बी. सिंह, अवर सचिव

New Delhi, the 9th June, 2005

S.O. 2119.—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with Sub-clause (1) of clause 3, clause 5, clause 6, clause 7 and Sub-clause

(1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri K. Ramakrishnan, Executive Director, Bank of Baroda as Chairman and Managing Director, Andhra Bank from the date of taking charge of the post and upto 31st July, 2008 i.e. date of his attaining the age of superannuation and/or until further orders, whichever is earlier.

[F. No. 9/19/2003-BO-I]

G. B. SINGH, Under Secy.

नई दिल्ली, 9 जून, 2005

का. आ. 2120.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 3 के उपखण्ड (1) खण्ड 5, खण्ड 6, खण्ड 7 और खण्ड 8 के उपखण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् डॉ. के. सी. चक्रवर्ती, कार्यपालक निदेशक, पंजाब नेशनल बैंक को पद ग्रहण करने की तारीख से पांच वर्ष तक या अगला आदेश होने तक, जो भी पहले हो, इंडियन बैंक के अध्यक्ष एवं प्रबंध निदेशक के रूप में नियुक्त करती है।

[सं. 9/21/2003-बीओ-1]

जी. बी. अवर सचिव

New Delhi, the 9th June, 2005

S.O. 2120.—In exercise of the powers conferred by clause (a) of Sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with Sub-clause (1) of Clause 3, Clause 5, Clause 6, Clause 7 and Sub-clause (1) of Clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Dr. K. C. Chakraborty, Executive Director, Punjab National Bank as Chairman and Managing Director, Indian Bank for a period of five years from the date of his taking charge of the post or until further orders, whichever is earlier.

[F. No. 9/21/2003-BO-I]

G. B. SINGH, Under Secy.

नई दिल्ली, 9 जून, 2005

का. आ. 2121.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 3 के उपखण्ड (1) खण्ड 5, खण्ड

6, खण्ड 7 और खण्ड 8 के उपखण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् श्री एम. बी. एन. राव, अध्यक्ष एवं प्रबंध निदेशक, इंडियन बैंक को पद ग्रहण करने की तारीख से 30-6-2008 अर्थात् उनकी अधिवर्षिता की आयु तक या अगला आदेश होने तक, जो भी पहले हो, केनरा बैंक के अध्यक्ष एवं प्रबंध निदेशक के रूप में नियुक्त करती है।

[सं. 9/20/2003-बीओ-1]

जी. बी. सिंह, अवर सचिव

New Delhi, the 9th June, 2005

S.O. 2121.—In exercise of the powers conferred by clause (a) of Sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with Sub-clause (1) of Clause 3, Clause 5, Clause 6, Clause 7 and Sub-clause (1) of Clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri M.B.N. Rao, Chairman and Managing Director, Indian Bank as Chairman and Managing Director, Canara Bank from the date of his taking charge of the post and upto 30-06-2008, i.e. the date of his attaining the age of superannuation or until further orders, whichever is earlier.

[F. No. 9/20/2003-BO-I]

G. B. SINGH, Under Secy.

नई दिल्ली, 10 जून, 2005

का. आ. 2122.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खण्ड 3 के उपखण्ड (1) खण्ड 5, खण्ड 6, खण्ड 7 और खण्ड 8 के उपखण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा (3) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् सुश्री एच. ए. दारुवाला, वर्तमान कार्यपालक निदेशक, ओरियंटल बैंक आफ कामर्स को 30-6-2005 को या उसके बाद पद ग्रहण करने की तारीख से और 31-12-2008 अर्थात् उनकी अधिवर्षिता की आयु तक या अगला आदेश होने तक, जो भी पहले हो, सेन्ट्रल बैंक ऑफ इंडिया के अध्यक्ष एवं प्रबंध निदेशक के रूप में नियुक्त करती है।

[सं. 9/20/2003-बीओ-1]

सुदेश कुमार, निदेशक

New Delhi, the 10th June, 2005

S.O. 2122.—In exercise of the powers conferred by clause (a) of Sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with Sub-clause (1) of Clause 3, Clause 5, Clause 6, Clause 7 and Sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Ms. H. A. Daruwalla, presently Executive Director, Oriental Bank of Commerce as Chairman and Managing Director, Central Bank of India from the date of her taking charge of the post on or after 30-6-2005 and upto 31-12-2008 i.e. date of her superannuation, or until further orders, whichever is earlier.

[F. No. 9/20/2003-BO-I]

SUDESH KUMAR, Director

रेल मंत्रालय

(रेलवे बोर्ड)

नई दिल्ली, 10 मई, 2005

का. आ. 2123.—रेल मंत्रालय (रेलवे बोर्ड), राजभाषा नियम, 1976 (संघ के शासकीय प्रयोजनों के लिए प्रयोग) के नियम 10 के उपनियम (2) और (4) के अनुसरण में दक्षिण मध्य रेलवे के विजयवाड़ा मंडल के निम्नलिखित रेल कार्यालयों को, जहां 80% से अधिक अधिकारियों/कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करता है:—

दक्षिण-मध्य रेलवे (विजयवाड़ा मंडल)

1. स्वास्थ्य केंद्र/बिद्रगुंटा
2. स्वास्थ्य केंद्र/एलूर
3. स्वास्थ्य केंद्र/गुडूर
4. स्वास्थ्य केंद्र/ओंगोल
5. स्वास्थ्य केंद्र/राजमंड्री
6. स्वास्थ्य केंद्र/तेनाली
7. स्वास्थ्य केंद्र/सामलकोटा
8. स्वास्थ्य केंद्र/तुनि
9. स्वास्थ्य केंद्र/सत्यनारायणपुरम
10. स्वास्थ्य केंद्र/गुडिवाड़ा

11. स्वास्थ्य केंद्र/भीमवरम
12. सहायक मंडल इंजीनियर कार्यालय/बापट्ला
13. सहायक मंडल इंजीनियर कार्यालय/भीमवरम
14. सहायक मंडल इंजीनियर कार्यालय/बिद्रगुंटा
15. सहायक मंडल इंजीनियर कार्यालय/एलूर
16. सहायक मंडल इंजीनियर कार्यालय/ओंगोल
17. सहायक मंडल इंजीनियर कार्यालय/राजमंड्री
18. सहायक मंडल इंजीनियर कार्यालय/सामलकोटा
19. सहायक मंडल इंजीनियर कार्यालय/तुनि
20. सहायक मंडल इंजीनियर कार्यालय/टीएम/विजयवाड़ा
21. सहायक मंडल इंजीनियर कार्यालय/विका/विजयवाड़ा
22. सहायक मंडल इंजीनियर कार्यालय/पुल/विजयवाड़ा
23. सहायक मंडल विद्युत इंजीनियर कार्यालय/कवि/बापट्ला
24. सहायक मंडल विद्युत इंजीनियर कार्यालय/कवि/नेल्लूर
25. सहायक मंडल विद्युत इंजीनियर कार्यालय/कवि/राजमंड्री
26. सहायक मंडल विद्युत इंजीनियर कार्यालय/कवि/तुनि
27. सहायक मंडल सिगनल व दूरसंचार इंजीनियर कार्यालय/अनु/कार्यालय/राजमंड्री
28. सहायक मंडल सिगनल व दूरसंचार इंजीनियर कार्यालय/अनु/कार्यालय/नेल्लूर
29. प्रिंसिपल/ईटीटीसी/सत्यनारायणपुरम
30. क्षेत्र अधिकारी कार्यालय/का/काकिनाडा
31. प्रिंसिपल/आरजेसी/विजयवाड़ा
32. प्रधान अध्यापक/राज/आरएमएचएस/अं.मा./विजयवाड़ा
33. प्रधान अध्यापक/राज/आरएमएचएस/ते.मा./सत्यनारायणपुरम
34. प्रधान अध्यापक/राज/आरएमएचएस/अं.मा./राजमंड्री
35. प्रधान अध्यापक/राज/आरएमएचएस/ते.मा./बिद्रगुंटा
36. सहायक सामग्री प्रबंधक/विद्युत लोको शेड/विजयवाड़ा

[सं. हिन्दी-2003/रा.भा. 1/12/2]

एम. के. अग्रवाल, सचिव

MINISTRY OF RAILWAYS**(Railway Board)**

New Delhi, the 10th May, 2005

S.O. 2123.—Ministry of Railways (Railway Board), in pursuance of Sub Rule (2) and (4) of Rule 10 of the Official Language Rules, 1976 (use for the Official purposes of the Union) hereby, notify the following Offices of Vijaywada Division of South Central Railway, where 80% or more Officers/Employees have acquired the working knowledge of Hindi :—

South Central Railway (Vijaywada Division)

1. Health Unit/Bitragunta
2. Health Unit/Eluru
3. Health Unit/Gudur
4. Health Unit/Ongole
5. Health Unit/Rajahmundry
6. Health Unit/Tenali
7. Health Unit/Samalkot
8. Health Unit/Tuni
9. Health Unit/Satyanarayanapuram
10. Health Unit/Gudivada
11. Health Unit/Bhimavaram
12. Asst. Divl. Engineer Office/Bapatla
13. Asst. Divl. Engineer Office/Bhimavaram
14. Asst. Divl. Engineer Office/Bitragunta
15. Asst. Divl. Engineer Office/Eluru
16. Asst. Divl. Engineer Office/Ongole
17. Asst. Divl. Engineer Office/Rajahmundry
18. Asst. Divl. Engineer Office/Samalkot
19. Asst. Divl. Engineer Office/Tuni
20. Asst. Divl. Engineer Office/TM/BZA
21. Asst. Divl. Engineer Office/ES/BZA
22. Asst. Divl. Engineer Office/Bridge/BZA
23. Asst. Divl. Elec. Engineer Office/TR/BPQ
24. Asst. Divl. Elec. Engineer Office/O/TRD/Nellore

25. Asst. Divl. Elec. Engineer Office/O/TRD/Rajahmundry
26. Asst. Divl. Elec. Engineer Office/O/TRD/Tuni
27. Asst. Divl. Sig. & Telecom Engineer Office/M/O/Rajahmundry
28. Asst. Divl. Sig. & Telecom Engineer Office/M/O/Nellore
29. Principal/ETTC/Satyanarayanapuram
30. Area Officer Office/O/Kakinada
31. Principal/RJC/BZA
32. Head Master/Gaz/RMHS/E.M.BZA
33. Head Master/Gaz/RMHS/TM/Satyanarayana-puram
34. Head Master/Gaz/RMHS/E.M./Rajahmundry
35. Head Master/Gaz/RMHS/TM/Bitragunta
36. AMM/EWS/BZA

[No. Hindi-2003/OL 1/12/2]

M. K. AGGARWAL, Secy.

संचार और सूचना प्रौद्योगिकी मंत्रालय

(दूरसंचार विभाग)

(राजभाषा अनुभाग)

नई दिल्ली, 6 जून, 2005

का. आ. 2124.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 (यथा संशोधित 1987) के नियम 10(4) के अनुसरण में संचार और सूचना प्रौद्योगिकी मंत्रालय, दूरसंचार विभाग के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालयों को, जिसमें 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है।

मुख्य महाप्रबंधक दूरसंचार, महाराष्ट्र परिमंडल भारत संचार निगम लिमिटेड, मुम्बई-400001

1. महाप्रबंधक दूरसंचार, महाराष्ट्र परिमंडल, भारत संचार निगम लिमिटेड, भंडारा-441904
2. मुख्य अभियंता (सिविल), महाराष्ट्र परिमंडल, भारत संचार निगम लिमिटेड, प्रशासनिक भवन, पांचवी मंजिल, "ए" स्कंध, सांताक्रुझ (प.) मुम्बई-400054

[सं. ई. 11016/1/2004-रा. भा.]

हरीश चन्द्र जयाल, संयुक्त सचिव

**MINISTRY OF COMMUNICATIONS AND
INFORMATION TECHNOLOGY**

(Department of Telecommunications)

(OFFICIAL LANGUAGE SECTION)

New Delhi, the 6th June, 2005

S.O. 2124.—In pursuance of rule 10(4) of the Official Language (Use for Official purposes of the Union), rules, 1976 (as amended-1987), the Central Government hereby notifies the following Offices under the administrative control of Ministry of Communications and Information Technology, Department of Telecommunications where of more than 80% of staff have acquired working knowledge of Hindi.

**C.G.M. Telecom, Maharashtra Circle, BSNL,
Bombay-400001**

1. G.M. Telecom., Maharashtra Circle, BSNL
Bhandara-441904
2. Chief Engineer (Civil) Maharashtra Circle, BSNL,
Prashasnik Bhawan, Fifth Floor, "A" Wing, Santakruj
(W), Bombay-400054

[No. E. 11016/1/2004 (O.L.)]

HARISH CHANDRA JAYAL, Jt. Secy.

वाणिज्य एवं उद्योग मंत्रालय

(वाणिज्य विभाग)

(पूर्ति प्रभाग)

नई दिल्ली, 7 जून, 2005

का. आ. 2125.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में, वाणिज्य एवं उद्योग मंत्रालय, वाणिज्य विभाग (पूर्ति) के निम्नलिखित कार्यालयों में हिन्दी का कार्यसाधक ज्ञान रखने वाले कर्मचारियों की संख्या 80% से अधिक हो जाने के फलस्वरूप इन कार्यालयों को एतद्वारा अधिसूचित करती है :—

1. उप निदेशक,
गुणता आश्वासन का कार्यालय,
सी-73, श्याम मार्ग,
शास्त्री नगर,
जयपुर-302016

2. सहायक निदेशक,
गुणता आश्वासन का कार्यालय,
पूर्ति तथा निपटान महानिदेशालय,
केन्द्रीय सरकार कार्यालय परिसर,
बी-ब्लॉक, द्वितीय तल,
संजय प्लेस,
आगरा

3. सहायक निदेशक,
गुणता आश्वासन का कार्यालय,
पूर्ति तथा निपटान महानिदेशालय,
11/58, डी. 2, गली नं. 23,
सदर कैंट,
जबलपुर-482001

[फा. सं. ई-11016/6/2004-हिन्दी]

एम. वि. पि. सि. शास्त्री, संयुक्त सचिव

MINISTRY OF COMMERCE AND INDUSTRY

(Department of Commerce)

(SUPPLY DIVISION)

New Delhi, the 7th June, 2005

S.O. 2125.—In pursuance of Sub-rule (4) of Rule (10) of Official Language (Use for Official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following Offices of the Ministry of Commerce and Industry, Department of Commerce (Supply), where more than 80% of Officers/Employees have attained working knowledge of Hindi :—

1. Office of Dy. Director of Quality Assurance,
D.G.S. & D.
C-73, Shyam Marg,
Shastri Nagar,
Jaipur-302016
2. Office of Assistant Director (Quality Assurance)
D.G.S. & D.
C.G.O. Complex,
B Block, IInd floor,
Sanjay Place,
Agra.
3. Office of Assistant Director (Quality Assurance)
D.G.S. & D.
11/58, D-2, 23 Street,
Sadar Cantt.
Jabalpur-482001

[F. No. E-11016/6/2004-Hindi]

M. V. P. C. SASTRY, Jt. Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 9 जून, 2005

का. आ. 2126.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 359(अ) तारीख, 21 मार्च, 2005 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इंडिया) लिमिटेड द्वारा, उत्तर प्रदेश राज्य में थूलेन्डी से फूलपुर पाइपलाइन परियोजना तक प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचना की प्रतियां जनता को तारीख 30 अप्रैल, 2005 को उपलब्ध करा दी गई थी;

और पाइपलाइन बिछाने के सम्बन्ध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अननुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइनें बिछाने के लिए अपेक्षित है, उस में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइनें बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निदेश देती है कि पाइपलाइनें बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, केन्द्रीय सरकार में निहित होने के बजाय, पाइपलाइनें बिछाने का प्रस्ताव करने वाली गेल (इण्डिया) लिमिटेड, में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लंगमों से मुक्त, गेल (इण्डिया) लिमिटेड में निहित होगा।

अनुसूची

1	2	3	4	5
प्रतापगढ़	कुंडा	खतवारा	258	0.4608
		लोनी नदी		0.0886
			257	0.1889
			260	0.4826
			259	0.1429

1	2	3	4	5
प्रतापगढ़	कुंडा	खतवारा	253	0.6098
			250	0.2547
			251	0.3490
			535	0.2455
			544	0.1272
			546	0.1466
			558	0.0010
			557	0.0289
			556	0.0715
			579	0.0259
			578	0.0404
			584	0.0532
			583	0.0202
			582	0.0590
			581	0.0913
			586	0.0333
			631	0.3933
			629	0.2952
			628	0.0108
			630	0.4271
			योग	4.6477
सदर	जगदीशपुर		12	0.0640
			13	0.0011
			14	0.1889
			15	0.1166
			16	0.0954
			18	0.0861
			19	0.1519
			43	0.2877
			52	0.2781
			53	0.0206
			62	0.0010
			63	0.0221
			69	0.2602
			68	0.2131
			67	0.0104
			224	0.0494
			346	0.0047
			342	0.1731
			343	0.0307
			344	0.04703
			341	0.0356
			340	0.1059

[illegible]

1	2	3	4	5
प्रतापगढ़	सदर	गौर	573	0.0053
			574	0.0122
			570	0.0128
			569	0.0432
			571	0.2373
			566	0.0555
			565	0.0183
			योग	4.0374
		स्वरूपपुर	26	0.0082
		बकुल्य नदी	27	0.0574
			28	0.0964
			30	0.0047
			31/ए	0.0730
			31/बी	0.0207
			32	0.1127
			35	0.0075
			43	0.1875
			37	0.0019
			44	0.0111
			45	0.0086
			59	0.0026
			61	0.1148
			62	0.1236
			93	0.0410
			92	0.0128
			66	0.1300
			67	0.1447
			84	0.0076
			73	0.0116
			82	0.2071
			75	0.0010
			83	0.0045
			81	0.2554
			76	0.1544
			177	0.2120
			178	0.0720
			180	0.4610
			181	0.0847
			योग	2.7482

1	2	3	4	5
प्रतापगढ़	प्रतापगढ़	देमा	781	0.0449
			782	0.0702
			792	0.0092
			804	0.0641
			योग	0.1884

[फा. सं.-एल 14014/04/05-जी.पी. पार्ट-I]

स्वामी सिंह, निदेशक

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 9th June, 2005

S.O. 2126.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S. O. 359(E) dated the 21st March, 2005 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipelines for the transportation of natural gas from Thulendi to Phoolpur pipeline project in the State of Uttar Pradesh by the GAIL (India) Limited;

And whereas copies of the said Gazette notification were made available to the public on 30th April, 2005 ;

And whereas the objections received from the public to the laying of the pipeline have been considered and disallowed by the competent authority;

And whereas the competent authority has, under sub-section (1) of Section 6 of the said Act, submitted its report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipelines, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipelines;

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of user in the land for laying the pipelines shall, instead of vesting in the Central Government, vest, on the date of the publication of the declaration, in the GAIL (India) Limited, proposing to lay the pipelines and thereupon the right of such user in the land shall, subject to the terms and conditions so imposed, vest in the GAIL (India), free from all encumbrances.

SCHEDULE				
1	2	3	4	5
Pratapgarh	Kunda	Khatwara	258	0.4608
			Loni River	0.0886
			257	0.1889
			260	0.4826
			259	0.1429
			253	0.6098
			250	0.2547
			251	0.3490
			535	0.2455
			544	0.1272
			546	0.1466
			558	0.0010
			557	0.0289
			556	0.0715
			579	0.0259
			578	0.0404
			584	0.0532
			583	0.0202
			582	0.0590
			581	0.0913
			586	0.0333
			631	0.3933
			629	0.2952
			628	0.0108
			630	0.4271
			TOTAL	4.6477
Pratapgarh	Jagdishpur		12	0.0640
(Sadar)			13	0.0011
			14	0.1889
			15	0.1166
			16	0.0954
			18	0.0861
			19	0.1519
			43	0.2877
			52	0.2781
			53	0.0206
			62	0.0010
			63	0.0221
			69	0.2602
			68	0.2131
			67	0.0104
			224	0.0494
			346	0.047
Pratapgarh	Pratapgarh	Jagdishpur	342	0.1731
	(Sadar)		343	0.0307
			344	0.4703
			341	0.0356
			340	0.1059
			338	0.3365
			334	0.0109
			333	0.1821
			235	0.0054
			332	0.0508
			237	0.0135
			236	0.0055
			318	0.1953
			319	0.3168
			315	0.3166
			314	0.0239
			311	0.0040
			294	0.0192
			295	0.0042
			299	0.0959
			298	0.0227
			296	0.0554
			297	0.1009
			287	0.0010
			290	0.0291
			289	0.0327
			288	0.0180
			275	0.1462
			276	0.1504
		Nali		0.0173
			278	0.3019
			280	0.0010
			TOTAL	4.6941
		Gaur	7	0.0560
			8	0.0417
			9	0.0994
			26	0.0069
			99	0.0282
			106	0.0182
			105	0.0373
			107	0.0014
			108	0.0436
			104	0.0335
			103	0.0236

1	2	3	4	5	1	2	3	4	5
Pratapgarh Sadar	Gaur	102	0.0022		Pratapgarh Sadar	Gaur	574	0.0122	
		110	0.0584				570	0.0128	
		109	0.0925				569	0.0432	
		94	0.0738				571	0.2373	
		111	0.0237				566	0.0555	
		116	0.0203				565	0.0183	
		117	0.0097				TOTAL	4.0374	
		118	0.0010			Swarup Pur	26	0.0082	
		93	0.0040				Bakulya	0.1177	
		123	0.2800				River		
		77	0.1997				27	0.0574	
		76	0.1046				28	0.0964	
		72	0.1700				30	0.0047	
		74	0.0214				31/A	0.0730	
		73	0.0170				31/B	0.0207	
		63	0.0381				32	0.1127	
		62	0.0501				35	0.0075	
		61	0.0031				43	0.1875	
		64	0.0010				37	0.0019	
		59	0.2603				44	0.0111	
		177	0.0043				45	0.0086	
		178	0.1627				59	0.0026	
		179	0.0026				61	0.1148	
		382	0.0618				62	0.1236	
		381	0.1585				93	0.0410	
		379	0.0928				92	0.0128	
		380	0.0151				66	0.1300	
		384	0.0083				67	0.1447	
		378	0.0238				84	0.0076	
		377	0.0029				73	0.0116	
		370	0.2430				82	0.2071	
		385	0.0052				75	0.0010	
		374	0.0205				83	0.0045	
		386	0.1796				81	0.2554	
		387	0.0156				76	0.1544	
		391	0.1063				177	0.2120	
		388	0.1525				178	0.0720	
		389	0.0673				180	0.4610	
		390	0.0176				181	0.0847	
		597	0.1552				TOTAL	2.7482	
		595	0.0788		Pratapgarh Pratapgarh	Dhema	781	0.0449	
		594	0.1023				782	0.0702	
		592	0.0238				792	0.0092	
		575	0.0005				804	0.0641	
		576	0.0002				TOTAL	0.1386	
		577	0.0048						
		573	0.0053						

[F. No. L-14014/04/05-G.P. Part-I]

SWAMI SINGH, Director

नई दिल्ली, 9 जून, 2005

का.आ. 2127.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 2721 तारीख, 15 अक्टूबर, 2004 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा उत्तर प्रदेश राज्य में थूलेन्डी से फूलपुर पाइपलाइन परियोजना तक प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचना की प्रतियां जनता को तारीख 30 अप्रैल, 2005 को उपलब्ध करा दी गई थी;

और पाइपलाइन बिछाने के सम्बन्ध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अननुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइनों बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइनों बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निदेश देती है कि पाइपलाइनों बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइनों बिछाने का प्रस्ताव करने वाली गेल (इण्डिया) लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लंगमों से मुक्त, गेल (इण्डिया) लिमिटेड में निहित होगा।

अनुसूची

जिला	तहसील	गाँव	सर्वे न.	आर.ओ.यू. अर्जित करने के लिए (हैक्टेयर में)
1	2	3	4	5
प्रतापगढ़	कुन्डा	भावनापुर	1	0-00-25
			3	0-41-65
			46	0-10-11
			48	0-35-53
			56	0-00-68
			52	0-00-96
			55	0-20-41

1	2	3	4	5
प्रतापगढ़	कुन्डा	भावनापुर		
			54	0-10-71
			53	0-24-07
			57	0-00-65
			67	0-01-61
			436	0-00-33
			437	0-05-41
			438	0-04-69
			439	0-04-90
			444	0-36-38
			452	0-01-17
			451	0-29-35
			453	0-00-11
			454	0-05-58
			450	0-00-48
			456	0-35-19
			466	0-00-35
			469	0-00-10
			458	0-00-10
			457	0-26-27
			884	0-04-26
			878	0-04-21
			877	0-02-15
			876	0-00-21
			879	0-12-47
			880	0-00-10
			883	0-10-12
			882	0-00-10
			887	0-00-10
			899	0-01-11
			898	0-25-62
			900	0-00-10
			897	0-01-68
			903	0-03-81
			914	0-07-42
			940	0-00-10
			955	0-25-40
			953	0-01-44
			954	0-10-89
			955	0-12-50
			957	0-02-15
			958	0-18-01
			1024	0-07-98
			1221	0-20-66
			1210	0-40-10

1	2	3	4	5	1	2	3	4	5
प्रतापगढ़	कुन्डा	भावनपुर	1211	0-08-45	प्रतापगढ़	कुन्डा	भावनपुर	2198	0-24-23
			1218	0-01-30				2186	0-05-59
			1217	0-02-26				2185	0-16-60
			1216	0-01-17				2184	0-39-85
			1215	0-00-33				2183	0-01-50
			1225	0-01-74				2182	0-34-55
			1224	0-07-57				2248	0-00-55
			1618	0-10-62				2262	0-53-09
			1205	0-12-59				कुल	8-97-37
			1204	0-00-10					
			1203	0-00-10			कानपुर	36	0-00-10
			1619	0-06-36				43	0-01-18
			1624	0-07-86				44	0-00-91
			1522	0-04-00				46	0-08-13
			1629	0-00-11				53	0-22-20
			1180	0-00-10				54	0-11-39
			1803	0-34-05				55	0-13-49
			1800	0-04-98				63	0-01-30
			1801	0-02-39				66	0-00-46
			1798	0-01-85				68	0-00-15
			1802	0-02-70				69	0-00-10
			1791	0-00-10				76	0-18-36
			1804	0-06-76				77	0-16-49
			1805	0-05-61				83	0-01-64
			1807	0-04-34				82	0-00-37
			1811	0-02-04				78	0-00-10
			1174	0-01-05				97	0-15-39
			1841	0-15-84				99	0-17-64
			1840	0-04-36				100	0-04-75
			1839	0-08-49				259	0-06-71
			1838	0-12-21				896	0-06-36
			1837	0-00-10				919	0-11-32
			1834	0-12-29				913	0-03-07
			1833	0-06-17				914	0-01-71
			1829	0-00-17				912	0-00-68
			1830	0-05-24				916	0-00-10
			1831	0-03-01				917	0-00-81
			2164	0-04-88				915	0-03-22
			2165	0-02-95				900	0-30-43
			2163	0-01-96				कुल	1-98-56
			2172	0-00-45					
			2171	0-22-47					
			2170	0-02-00					
			2181	0-04-73					

[फा. सं.-एल 14014/04/'05-जी.पी.भाग-1]

स्वामी सिंह, निदेशक

New Delhi, the 9th June, 2005

S.O. 2127.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S. O. 2721 dated the 15th October, 2004 issued under Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipelines for the transportation of natural gas from Thulendi to Phoolpur pipeline project in the State of Uttar Pradesh by the GAIL (India) Limited;

And whereas copies of the said Gazette notification were made available to the public on 30th April, 2005;

And whereas the objections received from the public to the laying of the pipeline have been considered and disallowed by the competent authority;

And whereas the competent authority has, under Sub-section (1) of Section 6 of the said Act, submitted its report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipelines, has decided to acquire the right of user therein.

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipelines;

And, further, in exercise of the powers conferred by Sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of user in the land for laying the pipelines shall, instead of vesting in the Central Government, vest, on the date of the publication of the declaration, in the GAIL (India) Limited, proposing to lay the pipelines and thereupon the right of such user in the land shall, subject to the terms and conditions so imposed, vest in the GAIL (India), free from all encumbrances.

SCHEDULE

District	Tehsil	Village	Survey No.	Area to be acquired for ROU (In Hectare)
1	2	3	4	5
Pratapgarh Kunda		Bhavanapur	1	0-00-25
			3	0-41-65
			46	0-10-11
			48	0-35-53

1	2	3	4	5
Pratapgarh Kunda	Bhavanapur	56		0-00-68
		52		0-00-96
		55		0-20-41
		54		0-10-71
		53		0-24-07
		57		0-00-65
		67		0-01-61
		436		0-00-33
		437		0-05-41
		438		0-04-69
		439		0-04-90
		444		0-36-38
		452		0-01-17
		451		0-29-35
		453		0-00-11
		454		0-05-58
		450		0-00-48
		456		0-35-19
		466		0-00-35
		469		0-00-10
		458		0-00-10
		457		0-26-27
		884		0-04-26
		878		0-04-21
		877		0-02-15
		876		0-00-21
		879		0-12-47
		880		0-00-10
		883		0-16-42
		882		0-03-99
		887		0-00-68
		899		0-01-11
		898		0-25-62
		900		0-00-10
		897		0-01-68
		903		0-03-81
		914		0-07-42
		940		0-00-10
		955		0-25-46
		953		0-01-44
		954		0-10-89
		955		0-12-50
		957		0-02-15
		958		0-18-01

1	2	3	4	5	1	2	3	4	5
Pratapgarh Kunda	Bhavanapur	1024	0-07-98		Pratapgarh Kunda	Bhavanapur	2171	0-22-47	
		1221	0-23-66				2170	0-02-00	
		1210	0-00-10				2181	0-04-73	
		1211	0-08-45				2198	0-24-23	
		1218	0-01-30				2186	0-05-59	
		1217	0-02-26				2185	0-16-60	
		1216	0-01-17				2184	0-39-85	
		1215	0-00-33				2183	0-01-50	
		1225	0-01-74				2182	0-34-55	
		1224	0-07-57				2248	0-00-55	
		1618	0-10-62				2262	0-53-09	
		1205	0-12-59				Total	8-97-37	
		1204	0-00-10			Kanupur	36	0-00-10	
		1203	0-00-10				43	0-01-18	
		1619	0-06-36				44	0-00-91	
		1624	0-07-86				46	0-08-13	
		1622	0-04-00				53	0-22-20	
		1629	0-00-11				54	0-41-39	
		1180	0-00-10				55	0-13-49	
		1803	0-34-05				63	0-01-30	
		1800	0-04-98				66	0-00-46	
		1801	0-02-39				68	0-00-15	
		1798	0-01-85				69	0-00-10	
		1802	0-02-70				76	0-18-36	
		1791	0-00-10				77	0-16-49	
		1804	0-06-76				83	0-01-64	
		1805	0-05-61				82	0-00-37	
		1807	0-04-34				78	0-00-10	
		1811	0-02-04				97	0-15-39	
		1174	0-01-05				99	0-17-64	
		1841	0-15-84				100	0-04-75	
		1840	0-04-36				259	0-06-71	
		1839	0-08-49				896	0-06-36	
		1838	0-12-21				919	0-11-32	
		1837	0-00-10				913	0-03-07	
		1834	0-12-29				914	0-01-71	
		1833	0-06-17				912	0-00-68	
		1829	0-00-17				916	0-00-10	
		1830	0-05-24				917	0-00-81	
		1831	0-03-01				915	0-03-22	
		2164	0-04-88				900	0-30-43	
		2165	0-02-95				Total	1-98-56	
		2163	0-01-96						
		2172	0-00-45						

[F. No. L-14014/04/'05-G.P. Part-I]

SWAMI SINGH, Director

नई दिल्ली, 9 जून, 2005

का.आ. 2128.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार अधिनियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2720 तारीख, 15 अक्टूबर, 2004 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा उत्तर प्रदेश राज्य में थूलेन्डी से फूलपुर पाइपलाइन परियोजना तक प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग का अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचना की प्रतियां जनता को तारीख 30 अप्रैल, 2005 से 01 मई, 2005 तक उपलब्ध करा दी गई थी;

और पाइपलाइन बिछाने के सम्बन्ध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अननुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निदेश देती है कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइन बिछाने का प्रस्ताव करने वाली गेल (इण्डिया) लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लंगमों से मुक्त, गेल (इण्डिया) लिमिटेड में निहित होगा।

अनुसूची

जिला	तहसील	गाँव	सर्वे नं.	आर.ओ.यू. अर्जित करने के लिए (हैक्टेयर में)
1	2	3	4	5
इलाहाबाद	सोरॉव	मानियमरपुर	386	0-00-66
			387	0-04-18
			388	0-15-37
			389	0-06-22
			390	0-19-37
			391	0-07-30

1	2	3	4	5
इलाहाबाद	सोरॉव (जारी)	मानियमरपुर	392	0-01-70
			393	0-01-53
			394/1460	0-01-83
			394	0-11-91
			395	0-00-92
			407	0-02-96
			408	0-02-51
			424	0-00-27
			422	0-00-13
			409	0-03-93
			413	0-24-15
			414	0-34-35
			412	0-10-88
			494	0-04-03
			493	0-00-54
			495	0-03-32
			496	0-10-18
			492	0-01-58
			490	0-01-19
			491	0-00-18
			464	0-03-15
			784	0-10-50
			785	0-00-30
			783	0-31-42
			782	0-02-07
			787	0-02-00
			788	0-05-39
			789	0-00-14
			779	0-02-37
			775	0-05-34
			776	0-07-43
			777	0-01-39
			778	0-29-80
			763	0-00-23
			762	0-00-78
			978	0-00-24
			979	0-19-64
			980	0-05-94
			981	0-00-16
			980/1462	0-01-88
			741	0-03-57
			1053	0-00-52
			1054	0-05-70

1	2	3	4	5	1	2	3	4	5
इलाहाबाद	सोरेंव	मानियमरपुर (जारी)	1055	0-10-02	इलाहाबाद	सोरेंव	बिसानी	29	0-06-05
			1056	0-05-35			उर्फ	16	0-00-61
			1058	0-04-82			शिकोहाबाद	28	0-12-05
			1059	0-00-55			(जारी)	25	0-02-44
			1060	0-03-86				27	0-14-91
			1252	0-02-10				26	0-01-17
			1257	0-01-92				37	0-01-12
			1253	0-00-35				51	0-00-35
			1254	0-13-09				48	0-00-12
			1255	0-10-37				47	0-04-65
			1256	0-04-04				45	0-01-07
			1243	0-00-10				46	0-19-70
			1245	0-04-23				42	0-03-40
			1242	0-07-57				41	0-18-15
			1244	0-01-71				40	0-16-13
			1248	0-00-20				61	0-01-33
			1246	0-06-87				74	0-14-30
			1230	0-01-56				75	0-00-14
			1208	0-00-37				79	0-15-91
			1217	0-00-26				76	0-00-15
			1225	0-16-67				77	0-03-31
			1226	0-01-31				78	0-07-72
			1229	0-01-33				80	0-01-05
			1188	0-25-66				81	0-04-26
			1189	0-03-00				94	0-02-70
			1184	0-01-19				190	0-16-84
			1181	0-32-56				191	0-00-52
			1180	0-03-96				201	0-04-73
			1174	0-01-30				192	0-10-37
			1179	0-03-95				193	0-08-52
			1178	0-00-10				196	0-04-15
			1177	0-02-43				197	0-14-41
			1175	0-05-83				198	0-01-70
			1176	0-01-83				216	0-00-36
			1127	0-05-19				214	0-19-15
			कुल	4-96-90				208	0-13-37
								210	0-17-36
इलाहाबाद	सोरेंव	बिसानी उर्फ शिकोहाबाद	4	0-00-10				209	0-01-61
			9	0-00-15				595	0-01-07
			13	0-06-07				441	0-01-05
			14	0-05-60				449	0-12-97
			15	0-13-57				450	0-01-78
			18	0-00-78				448	0-02-78
			30	0-03-93					

1	2	3	4	5	1	2	3	4	5
इलाहाबाद	सोरॉव	बिसानी उर्फ	454	0-00-79	इलाहाबाद	सोरॉव	मदारीपुर (जारी)	601	0-15-19
		शिकोहाबाद	453	0-18-48				603	0-12-65
		(जारी)	457	0-03-78				611	0-12-28
			458	0-06-51				610	0-03-11
			452	0-00-96				614	0-14-09
			459	0-09-12				615	0-01-12
			460	0-04-93				662	0-21-90
			472	0-11-47				662	0-04-03
			571	0-00-61				710	0-27-00
			570	0-01-63				717	0-01-59
		(कार्ट ट्रेक)						712	0-02-96
			569	0-23-47				711	0-02-92
			567	0-02-63				709	0-09-81
			568	0-26-01				707	0-19-49
			565	0-10-31				706	0-10-80
			564	0-09-38				704	0-08-32
			495	0-08-67				705	0-01-96
			496	0-08-17				703	0-01-15
			498	0-00-81				701	0-10-09
			497	0-30-94				700	0-12-41
			502	0-11-56				697	0-10-57
			547	0-02-19				696	0-08-63
			508	0-00-10				719	0-03-00
			532	0-00-17				756	0-02-73
			544	0-01-64				871	0-02-11
			545	0-00-14				875	0-05-13
			543	0-02-94				873	0-13-06
			542	0-14-35				876	0-12-46
			541	0-05-76				877	0-14-11
			539 (नाला)	0-03-06				879	0-11-68
			540	0-01-96				880	0-00-32
			538	0-13-31				883	0-08-84
			536	0-02-58				884	0-05-44
			537	0-00-55				885	0-11-03
		कुल		5-54-71				886	0-09-96
इलाहाबाद	सोरॉव	मदारीपुर	5	0-00-21				887	0-05-23
			6	0-00-33				890	0-02-91
			562	0-01-39				940	0-03-66
			565	0-00-10				942	0-11-41
			564	0-37-74				941	0-07-88
			560	0-00-11				कुल	4-00-71
			596	0-03-28					
			599	0-04-49					

1	2	3	4	5	1	2	3	4	5
इलाहाबाद	सोरोंव	बन्का जलालपुर	490	0-11-46	इलाहाबाद	सोरोंव	बन्का जलालपुर	796	0-00-38
			487	0-09-90			(जारी)	790	0-46-70
			506	0-05-96				791	0-08-59
			509	0-04-11				792	0-00-81
			510	0-00-10				787	0-02-60
			482	0-13-43				789	0-01-52
			481	0-00-74				781	0-00-13
			512	0-00-34				788	0-30-43
			513	0-03-52				1040	0-00-61
			480	0-04-44				1041	0-01-44
			515	0-19-60				1034	0-05-09
			513	0-00-95				1056	0-00-12
			517	0-12-63				1057	0-07-80
			518	0-13-74				1055	0-01-48
			519	0-04-85				1059/1761	0-02-41
			520	0-18-70				1059	0-06-88
			609	0-09-81				1060	0-19-02
			608	0-04-02				1147	0-01-28
			607	0-01-53				1065	0-01-81
			600	0-01-01				1137	0-03-74
			601	0-02-82				1139	0-03-19
			593	0-03-39				1140	0-02-50
			603	0-01-37				1136	0-01-64
			605	0-08-71				1135	0-03-17
			593	0-00-10				1134	0-03-46
			592	0-01-39				1133	0-02-25
			761	0-00-10				1132	0-03-37
			591	0-03-12				1131	0-09-87
			764	0-00-63				1130	0-07-93
			762	0-12-75				1127	0-08-09
			590	0-00-48				1126	0-00-32
			763	0-22-71				1124	0-00-10
			767	0-07-80				1122	0-03-49
			759	0-00-64				1121	0-12-68
			752	0-00-11				1117	0-04-88
			758	0-07-40				1116	0-04-98
			757	0-09-32				1120	0-01-57
			756	0-09-39				1118	0-09-29
			755	0-11-24				1108	0-00-11
			767/1786	0-00-70				1107	0-03-28
			783	0-00-68				1119	0-01-70
			796	0-00-51				1106	0-14-17
			797	0-00-44				1105	0-12-41

1	2	3	4	5
इलाहाबाद	सोरोंव	बन्का जलालपुर	1202	0-00-95
		(जारी)	1200	0-25-53
			1199	0-01-80
			1201	0-04-95
			1198	0-00-82
			1216	0-00-86
			1217	0-08-79
			1210	0-01-70
			1222	0-21-34
			1233	0-00-10
			1223	0-05-37
			1224	0-00-95
			1225	0-15-68
			1226	0-09-48
			1227	0-00-84
			1230	0-05-40
			1228	0-01-33
			1229	0-02-36
			1753	0-00-42
			1754	0-02-18
			कुल	6-14-78
		सकरामऊ	53	0-00-97
			54	0-00-52
			55	0-46-07
			56	0-00-28
			60	0-01-81
			68	0-00-10
			67	0-01-33
			66	0-02-69
			65	0-03-67
			64	0-04-39
			63	0-11-41
			61	0-12-26
			62	0-05-26
			89	0-06-04
			90	0-12-02
			91	0-00-54
			96	0-02-20
			97	0-05-14
			94	0-10-55
			95	0-02-84
			101	0-00-40
			980/1314	0-04-37

1	2	3	4	5
इलाहाबाद	सोरोंव	बन्का सकरामऊ	980	0-21-63
			982	0-00-10
			983	0-22-83
			957	0-00-68
			999	0-00-10
			953	0-31-42
			955	0-10-07
			954	0-00-34
			946	0-01-50
			1018	0-14-78
			945	0-12-29
			944	0-04-94
			943	0-04-91
			1022	0-00-34
			1021	0-10-26
			942	0-01-19
			933	0-00-21
			934	0-03-04
			940	0-10-66
			941	0-02-49
			939	0-04-26
			938	0-05-05
			937	0-00-41
			कुल	2-54-35
इलाहाबाद	सोरोंव	नजारपुर	111	0-01-25
			112	0-25-70
			सर्वे नं. 112 व 0-05-66. 211 के बीच में	
			211	0-07-45
			208	0-16-54
			207	0-01-08
			209	0-00-60
			206	0-00-17
			205	0-26-42
			223	0-08-26
			224	0-00-65
			225	0-18-49
			227	0-10-24

1	2	3	4	5
इलाहाबाद	सोरोंव	नजारपुर	सर्वे नं. 227 व 0-01-88 220 के बीच में (नाला)	
			220	0-02-44
			229	0-03-40
			221	0-00-49
			कुल	1-30-72

[फा. सं. एल-14014/04/2005-जी. पी. भाग-I]

स्वामी सिंह, निदेशक

New Delhi, the 9th June, 2005

S.O: 2128.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S. O. 2720 dated the 15th October, 2004 issued under Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipelines for the transportation of natural gas from Thulendi to Phoolpur pipeline project in the State of Uttar Pradesh by the GAIL (India) Limited;

And whereas copies of the said Gazette notification were made available to the public from 30th April, 2005 to 01st May, 2005;

And whereas the objections received from the public to the laying of the pipeline have been considered and disallowed by the competent authority;

And whereas the competent authority has, under sub-section (1) of Section 6 the said Act, submitted its report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipelines, has decided to acquire the right of user therein.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipelines;

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of user in the land for laying the pipelines shall, instead of vesting in the Central Government, vest, on the date of the publication of the declaration, in the GAIL (India) Limited, proposing to lay the pipelines and thereupon the right of such user in the land shall, subject to the terms and conditions so

imposed, vest in the GAIL (India), free from all encumbrances.

SCHEDULE

District	Tehsil	Village	Survey No.	Area to be acquired for ROU (In Hectare)
1	2	3	4	5
Allahabad	Soraon	Manium-arpur	386	0-00-66
			387	0-04-18
			388	0-15-37
			389	0-06-22
			390	0-19-37
			391	0-07-30
			392	0-01-70
			393	0-01-53
			394/1460	0-01-83
			394	0-11-91
			395	0-00-92
			407	0-02-96
			408	0-02-51
			424	0-00-27
			422	0-00-13
			409	0-03-93
			413	0-24-15
			414	0-34-35
			412	0-10-88
			494	0-04-03
			493	0-00-54
			495	0-03-32
			496	0-10-18
			492	0-01-58
			490	0-01-19
			491	0-00-18
			464	0-03-15
			784	0-10-50
			785	0-00-30
			783	0-31-42
			782	0-02-07
			787	0-02-00
			788	0-05-39
			789	0-00-14

1	2	3	4	5	1	2	3	4	5
Allahabad	Soraon	Maniumpur	779	0-02-37	Allahabad	Soraon	Maniu-	1174	0-01-30
		—Contd.	775	0-05-34			marpur	1179	0-03-95
			776	0-07-43			—Contd.	1178	0-00-10
			777	0-01-39				1177	0-02-43
			778	0-29-80				1175	0-05-83
			763	0-00-23				1176	0-01-83
			762	0-00-78				1127	0-05-19
			978	0-00-24				Total	4-96-90
			979	0-19-64			Bisani	4	0-00-10
			980	0-05-94			urf	b9	0-00-15
			981	0-00-16			Shikohabad	13	0-06-07
			980/1462	0-01-88				14	0-05-60
			741	0-03-57				15	0-13-57
			1053	0-00-52				18	0-00-78
			1054	0-05-70				30	0-03-93
			1055	0-10-02				29	0-06-05
			1056	0-05-35				16	0-00-61
			1058	0-04-82				28	0-12-05
			1059	0-00-55				25	0-02-44
			1060	0-03-86				27	0-14-91
			1252	0-02-10				26	0-01-17
			1257	0-01-92				37	0-01-12
			1253	0-00-35				51	0-00-35
			1254	0-13-09				48	0-00-12
			1255	0-10-37				47	0-04-65
			1256	0-04-04				45	0-01-07
			1243	0-00-10				46	0-19-70
			1245	0-04-23				42	0-03-40
			1242	0-07-57				41	0-18-15
			1244	0-01-71				40	0-16-13
			1248	0-00-20				61	0-01-33
			1246	0-06-87				74	0-14-30
			1230	0-01-56				75	0-00-14
			1208	0-00-37				79	0-15-91
			1217	0-00-26				76	0-00-15
			1225	0-16-67				77	0-03-31
			1226	0-01-31				78	0-07-72
			1229	0-01-33				80	0-01-05
			1188	0-25-66				81	0-04-26
			1189	0-03-00				94	0-02-70
			1184	0-01-19				190	0-16-84
			1181	0-32-56				191	0-00-52
			1180	0-03-96				201	0-04-73

1	2	3	4	5	1	2	3	4	5
Allahabad	Soraon	Bisani urf	192	0-10-37	Allahabad	Soraon	Bisani urf	541	0-05-76
		Shikohabad	193	0-08-52			Shikohabad	539 (Nala)	0-03-06
		—Contd.	196	0-04-15			—Contd.	540	0-01-96
			197	0-14-41				538	0-13-31
			198	0-01-70				536	0-02-58
			216	0-00-36				537	0-00-55
			214	0-19-15					
			208	0-13-37				Total	5-54-71
			210	0-17-36	Allahabad	Soraon	Madaripur	5	0-00-21
			209	0-01-61				6	0-00-33
			595	0-01-07				562	0-01-39
			441	0-01-05				565	0-00-10
			449	0-12-97				564	0-37-74
			450	0-01-78				560	0-00-11
			448	0-02-78				596	0-03-28
			454	0-00-79				599	0-04-49
			453	0-18-48				601	0-15-19
			457	0-03-78				603	0-12-65
			458	0-06-51				611	0-12-28
			452	0-00-96				610	0-03-11
			459	0-09-12				614	0-14-09
			460	0-04-93				615	0-01-12
			472	0-11-47				662	0-21-90
			571	0-00-61				662	0-04-03
			570	0-01-63				710	0-27-00
			(Cart Track)					717	0-01-59
			569	0-23-47				712	0-02-96
			567	0-02-63				711	0-02-92
			568	0-26-01				709	0-09-81
			565	0-10-31				707	0-19-49
			564	0-09-38				706	0-10-80
			495	0-08-67				704	0-08-32
			496	0-08-17				705	0-01-96
			498	0-00-81				703	0-01-15
			497	0-30-94				701	0-10-09
			502	0-11-56				700	0-12-41
			547	0-02-19				697	0-10-57
			508	0-00-10				696	0-08-63
			532	0-00-17				719	0-03-00
			544	0-01-64				756	0-02-73
			545	0-00-14				871	0-02-11
			543	0-02-94				875	0-05-13
			542	0-14-35				873	0-13-06

1	2	3	4	5	1	2	3	4	5
Allāhabad	Soraon	Madaripur	876	0-12-46	Allāhabad	Soraon	Banka	762	0-12-75
		—Contd.	877	0-14-11			Jalalpur	590	0-00-48
			879	0-11-68			—Contd.	763	0-22-71
			880	0-00-32				767	0-07-80
			883	0-08-84				759	0-00-64
			884	0-05-44				752	0-00-11
			885	0-11-03				758	0-07-40
			886	0-09-96				757	0-09-32
			887	0-05-23				756	0-09-39
			890	0-02-91				755	0-11-24
			940	0-13-66				767/1786	0-00-70
			842	0-11-44				783	0-00-68
			941	0-07-88				796	0-00-51
			Total	4-00-71				797	0-00-44
		Banka	490	0-11-46				796	0-00-38
		Jalalpur	487	0-09-90				790	0-46-70
			506	0-05-96				791	0-08-59
			509	0-04-11				792	0-00-81
			510	0-00-10				787	0-02-60
			482	0-13-43				789	0-01-52
			481	0-00-74				781	0-00-13
			512	0-00-34				788	0-30-43
			513	0-03-52				1040	0-00-61
			480	0-04-44				1041	0-01-44
			515	0-19-60				1034	0-05-09
			513	0-00-95				1056	0-00-12
			517	0-12-63				1057	0-07-80
			518	0-13-74				1055	0-01-48
			519	0-04-85				1059/1761	0-02-41
			520	0-18-70				1059	0-06-88
			609	0-09-81				1060	0-19-02
			608	0-04-02				1147	0-01-28
			607	0-01-53				1065	0-01-81
			600	0-01-01				1137	0-03-74
			601	0-02-82				1139	0-03-19
			593	0-03-39				1140	0-02-50
			603	0-01-37				1136	0-01-64
			605	0-08-71				1135	0-03-17
			593	0-00-10				1134	0-03-46
			592	0-01-39				1133	0-02-25
			761	0-00-10				1132	0-03-37
			591	0-03-12				1131	0-09-87
			764	0-00-63				1130	0-07-93

1	2	3	4	5	1	2	3	4	5
Allahabad	Soraon	Banka	1127	0-08-09	Allahabad	Soraon	Sakramau	65	0-03-67
		Jalalpur	1126	0-00-32			—Contd.	64	0-04-39
		—Contd.	1124	0-00-10				63	0-11-41
			1122	0-03-49				61	0-12-26
			1121	0-12-68				62	0-05-26
			1117	0-04-88				89	0-06-04
			1116	0-04-98				90	0-12-02
			1120	0-01-57				91	0-00-54
			1118	0-09-29				96	0-02-20
			1108	0-00-11				97	0-05-14
			1107	0-03-28				94	0-10-55
			1119	0-01-70				95	0-02-84
			1106	0-14-17				101	0-00-40
			1105	0-12-41				980/1314	0-04-37
			1202	0-00-95				980	0-21-63
			1200	0-25-53				982	0-00-10
			1199	0-01-80				983	0-22-83
			1201	0-04-95				957	0-00-68
			1198	0-00-82				999	0-00-10
			1216	0-00-86				953	0-31-42
			1217	0-08-79				955	0-10-07
			1210	0-01-70				954	0-00-34
			1222	0-21-34				946	0-01-50
			1233	0-00-10				1018	0-14-78
			1223	0-05-37				945	0-12-29
			1224	0-00-95				944	0-04-94
			1225	0-15-68				943	0-04-91
			1226	0-09-48				1022	0-00-34
			1227	0-00-84				1021	0-10-26
			1230	0-05-40				942	0-01-19
			1228	0-01-33				933	0-00-21
			1229	0-02-36				934	0-03-04
			1753	0-00-42				940	0-10-66
			1754	0-02-18				941	0-02-49
			Total	6-14-78				939	0-04-26
		Sakramau	53	0-00-97				938	0-05-05
			54	0-00-52				937	0-00-41
			55	0-46-07				Total	2-98-36
			56	0-00-28			Nazarpur	111	0-01-25
			60	0-01-81				112	0-25-70
			68	0-00-10				In Bet Svy.	0-05-66
			67	0-01-33				No. 112 & 211	
			66	0-02-69				211	0-07-45

1	2	3	4	5
Allahabad	Soraon	Nazarpur	208	0-16-54
		—Contd.	207	0-01-08
			209	0-00-60
			206	0-00-17
			205	0-26-42
			223	0-08-26
			224	0-00-65
			225	0-18-49
			227	0-10-24
		In Bet Svy.	0-01-88	
		No. 227 & 220		
		(NALA)		
			220	0-02-44
			229	0-03-40
			221	0-00-49
		Total		1-30-72

[F. No. L-14014/04/2005-G.P. Part-I]

SWAMI SINGH, Director

नई दिल्ली, 9 जून, 2005

का.आ. 2129. — केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 362(अ) तारीख, 21 मार्च, 2005 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा उत्तर प्रदेश राज्य में थूलेन्डी से फूलपुर पाइपलाइन परियोजना तक प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग का अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचना की प्रतियां जनता को तारीख 01 मई, 2005 को उपलब्ध करा दी गई थी;

और पाइपलाइन बिछाने के सम्बन्ध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अननुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइनें बिछाने के लिए अपेक्षित है, उस में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइनें बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निदेश देती है कि पाइपलाइनें बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइनें बिछाने का प्रस्ताव करने वाली गेल (इण्डिया) लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लंगमों से मुक्त, गेल (इण्डिया) लिमिटेड में निहित होगा।

अनुसूची

जिला	तहसील	गाँव	सर्वे नं.	आर.ओ.यू. अर्जित करने के लिए (हैक्टेयर में)
1	2	3	4	5
प्रतापगढ़	सदर	पूरे	199	0-0290
		बसावनपुर	198	0-2234
			196	0-0143
			197	0-1663
			194	0-1112
			193	0-0265
			186	0-1344
			(पक्की रोड़)	
			185	0-0348
			213	0-1580
			217	0-2509
			218	0-0286
			219	0-2190
			220	0-2145
			223	0-1735
			114	0-2300
			113	0-0450
			112	0-0723
			76	0-0796
			77	0-0829
			80	0-1129
			81	0-0453
			82	0-2264
			108	0-0330
			107	0.0101
			106	0.0609
			105	0-0027
			101	0-2374
			100	0.0733
			99	0.0015

1	2	3	4	5	1	2	3	4	5
प्रतापगढ़	सदर	पूरे	410	0.1459	प्रतापगढ़	सदर	गम्भीरा	1082	0.0868
		बसावनपुर	409	0.0608			—जारी	1083	0.0691
		—जारी	408(रोड़)	0.0388				1084	0.0413
			411	0.0380				1089	0.1258
			407	0.0640				1090	0.2949
			403	0.1163				1088(तालाब)	0.0011
			402	0.0851				1157(रास्ता)	0.0174
			401	0.0169				1155	0.0139
			400	0.0103				1156	0.2009
			467	0.1714				1154	0.0138
			468	0.0042				1235	0.0028
			470	0.0089				1227	0.1280
			466	0.0617				1241	0.0010
		माइनर	9-0173					1242 (रास्ता)	0.0062
			465	0.0783				1224	0.0339
			464	0.0687				1243	0.1488
			463	0.0095				1257	0.0155
			460	0.1408				1250	0.0698
			459	0.0010				1244	0.0201
			451	0.0074				1286(रास्ता)	0.0104
			450	0.0085				1287	0.1250
			449	0.2012				1288	0.0466
			445	0.0125				1289	0.1353
			442	0.0612				1290	0.0439
			444	0.0864				1291	0.0346
			443	0.1918				1292	0.0548
			439	0.0083				1293 (रास्ता)	0.0010
			527	0.3762				1384	0.0082
			435	0.0017				1383	0.0189
			434	0.0499				1382	0.0537
			531	0.1000				1381	0.0408
			नाला	0.0081				1388	0.2807
			530	0.0010				1389	0.0405
			533	0.0414				1437	0.0010
			534	0.0325				1436	0.0108
			कुल	5.3887				1435	0.0299
		गम्भीरा	रास्ता	0.0014				1434	0.1102
			1078	0.0307				1433	0.0686
			1077	0.0322				1443	0.0641
			1080	0.2944				1444	0.0363
			1081	0.0434				1445	0.0374
			1091	0.0165				1430	0.0064

1	2	3	4	5
प्रतापगढ़	सदर	गम्भीरा	1446	0.0317
		—जारी	1447	0.0913
			1448	0.0734
			1450	0.0010
			1429	0.1158
			1453	0.1374
			1454	0.0737
		कुल		3.4931

[फा. सं. एल-14014/04/2005 जी.पी. भाग-1]

स्वामी सिंह, निदेशक,

New Delhi, the 9th June, 2005

S.O. 2129.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S. O. 362(E) dated the 21st March, 2005 issued under Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipelines for the transportation of natural gas from Thulendi to Phoolpur pipeline project in the State of Uttar Pradesh by the GAIL (India) Limited;

And whereas copies of the said Gazette notification were made available to the public on 01st May, 2005;

And whereas the objections received from the public to the laying of the pipeline have been considered and disallowed by the competent authority;

And whereas the competent authority has, under Sub-section (1) of Section 6 of the said Act, submitted its report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipelines, has decided to acquire the right of user therein.

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipelines;

And, further, in exercise of the powers conferred by Sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of user in the land for laying the pipelines shall, instead of vesting in the Central Government, vest, on the date of the publication of the declaration, in the GAIL (India) Limited, proposing to lay the pipelines and thereupon the right of such user in the land shall, subject to the terms and conditions so imposed, vest in the GAIL (India), free from all encumbrances.

SCHEDULE

District	Tehsil	Village	Survey No.	Area to be acquired for ROU (In Hectare)
1	2	3	4	5
Pratapgarh	Sadar	Pure	199	0.0290
		Basawanpur	198	0.2234
			196	0.0143
			197	0.1663
			194	0.1112
			193	0.0265
			186 (Metalled Road)	0.1344
			185	0.0348
			213	0.1580
			217	0.2509
			218	0.0286
			219	0.2190
			220	0.2145
			223	0.01735
			114	0.2300
			113	0.0450
			112	0.0723
			76	0.0796
			77	0.0129
			80	0.1129
			81	0.0455
			82	0.2264
			108	0.0330
			107	0.0101
			106	0.0609
			105	0.0027
			101	0.2374
			100	0.0733
			99	0.0015
			410	0.1459
			409	0.0608
			408 (Road)	0.0030
			411	0.0388
			407	0.0640
			406	0.01163

1	2	3	4	5	1	2	3	4	5
Pratapgarh Sadar	Pure	402		0-0851	Pratapgarh Sadar	Gambhira	1155		0.0139
	Basawanpur	401		0-0169		—Contd.	1156		0.2009
		400		0-0103			1154		0.0138
		467		0-1714			1235		0.0028
		468		0-0042			1227		0.1280
		470		0-0089			1241		0.0010
		466		0-0617			1242 (Rasta)		0.0062
	Minor			9-0173			1224		0.0339
		465		0-0783			1243		0.1488
		464		0-0687			1257		0.0155
		463		0-0095			1250		0.0698
		460		0.1408			1244		0.0201
		459		0-0010			1286(Rasta)		0.0104
		451		0-0074			1287		0.1250
		450		0.0085			1288		0.0466
		449		0.2012			1289		0.1353
		445		0.0125			1290		0.0439
		442		0.0612			1291		0.0346
		444		0.0864			1292		0.0548
		443		0.1918			1293 (Rasta)		0.0010
		439		0.0083			1384		0.0082
		527		0.3762			1383		0.0189
		435		0.0017			1382		0.0537
		434		0.0499			1381		0.0408
		531		0.1000			1388		0.2807
	Nala			0.0081			1389		0.0405
		530		0.0010			1437		0.0010
		533		0.0414			1436		0.0108
		534		0.0325			1435		0.0299
		Total		5.3887			1434		0.1102
	Gambhira	Rasta		0-0014			1433		0.0686
		1078		0.0307			1443		0.0641
		1077		0.0322			1444		0.0363
		1080		0.2944			1445		0.0374
		1081		0.0434			1430		0.0064
		1091		0.0165			1446		0.0317
		1082		0.0868			1447		0.0913
		1083		0.0691			1448		0.0734
		1084		0.0413			1450		0.0010
		1089		0.1258			1429		0.1158
		1090		0.2949			1453		0.1374
		1088(Pond)		0.0011			1454		0.0737
		1157(Rasta)		0.0174			Total		3.4931

[F.No. L-14014/04/2005 G.P. Part-I]
SWAMI SINGH, Director

नई दिल्ली, 9 जून, 2005

का.आ. 2130.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 492(अ) तारीख 04-04-2005 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा गुजरात राज्य में जांबूडी से मैसर्स गुजरात फ्लोरोकेमिकल्स लिमिटेड पाइपलाइन परियोजना के माध्यम से पेट्रोलियम गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचना की प्रतियां जनता को तारीख 12-04-2005 तक उपलब्ध करा दी गई थी;

और पाइपलाइन बिछाने के सम्बन्ध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अननुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उस में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्देश देती है कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइन बिछाने का प्रस्ताव करने वाली गेल (इण्डिया) लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरूपित निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लंगमों से मुक्त, गेल (इण्डिया) लिमिटेड में निहित होगा।

अनुसूची

जिला	तहसील	गाँव	सर्वे नं.	आर.ओ.यू. अर्जित करने के लिए (हेक्टेयर में)
1	2	3	4	5
पंच महल	हालोल	तारखंडा	652	0-00-48
			682	0-00-48
			683	0-27-86
			684	0-02-80
			694	0-13-95

1	2	3	4	5
पंच महल	हालोल	तारखंडा	697	0-15-45
		—जारी	698	0-15-83
			नाला	0-00-96
			719	0-10-60
			718	0-06-02
			725	0-10-80
			730	0-11-75
			बैलगाड़ी रास्ता	0-00-36
			731	0-07-32
			737	0-14-06
			736	0-03-79
			नाला	0-00-96
			771	0-12-82
			773	0-09-31
			774	0-07-92
			776	0-08-10
			777	0-18-63
			778	0-02-85
			779	0-25-66
			780	0-04-75
			782	0-06-12
			783	0-19-03
			नाला	0-02-16
			योग	02-60-82
		कटडीया	34	0-14-93
			35	0-05-16
			36	0-18-61
			37	0-05-56
			22पी 8	0-03-60
			38/1	0-03-79
			38/2	0-21-00
			बैलगाड़ी रास्ता	0-01-80
			38/27	0-06-13
			38/26	0-19-50
			रास्ता	0-02-88
			38/25	0-24-12
			38/3	0-23-30
			38/7	0-00-60
			38/9	0-18-78
			योग	01-69-76

1	2	3	4	5		
पंच महल	हालोल	रसुलपुर	1/20	0-05-76		
			1/15	0-19-92		
			1/19	0-22-80		
			1/18	0-23-76		
			1/35	0-14-40		
			बैलगाड़ी रास्ता	0-00-60		
			1/37	0-32-32		
			1/36	0-18-84		
			1/39	0-13-74		
			बैलगाड़ी रास्ता	0-01-20		
			नाला	0-01-20		
			1/41	0-07-80		
			योग	01-62-34		
		नाथकुवा	नाला	0-06-60		
			8	0-09-29		
			9	0-09-40		
			10	0-00-50		
			13	0-17-05		
			घोघंबा	नाथकुवा	12	0-19-43
					11	0-09-34
					25	0-02-33
					79	0-24-11
					78	0-14-19
					76	0-12-00
योग	01-12-24					
रणजीतनगर	56	0-24-07				
	55	0-13-79				
	54	0-16-26				
	30	0-13-68				
	29/1	0-19-54				
	28	0-19-72				
	योग	01-07-06				

[फा. सं. एल-14014/02/2005 जी. पी.]

स्वामी सिंह, निदेशक

New Delhi, 9th June, 2005

S.O. 2130.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 492(E) dated 04-04-2005 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule

appended to that notification for the purpose of laying pipeline for transport of Natural Gas through Jambudi to M/s. Gujarat Fluorochemicals Ltd. pipeline project in the State of Gujarat by the GAIL (India) Limited;

And whereas copies of the said Gazette notification were made available to the public on the 12-04-2005;

And whereas the objections received from the public to the laying of the pipeline have been considered and disallowed by the Competent Authority;

And whereas the Competent Authority has, under sub-section (1) of Section 6 of the said Act, submitted its report to the Central Government;

And whereas the Central Government has, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedule is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of this declaration, in the GAIL (India) Limited, free from all encumbrances.

SCHEDULE

District	Tehsil	Village	Survey No.	Area to be Acquired for ROU (In Hectare)
1	2	3	4	5
Panch Mahal	Halol	Tarkanda	652	0-00-48
			682	0-00-48
			683	0-27-86
			684	0-02-80
			694	0-13-95
			697	0-15-45
			698	0-15-83
			Nala	0-00-96
			719	0-10-60
			718	0-06-02
			725	0-10-80
			730	0-11-75
			Cart Track	0-00-36
			731	0-07-32
			737	0-14-06
			736	0-03-79

1	2	3	4	5	1	2	3	4	5
Panch Mahal Halol	Tarkanda	Nala	0-00-96		Panch Mahal Halol	Nathkua	Nala	0-06-60	
	—Contd.	771	0-12-82				8	0-09-29	
		773	0-09-31				9	0-09-40	
		774	0-07-92				10	0-00-50	
		776	0-08-10				13	0-17-05	
		777	0-18-63		Ghogamba Nathkua	12	0-19-43		
		778	0-02-85			11	0-09-34		
		779	0-25-66			25	0-02-33		
		780	0-04-75			79	0-24-11		
		782	0-06-12			78	0-14-19		
		783	0-19-03			76	0-12-00		
		Drain	0-02-16						
		TOTAL	02-60-82				TOTAL	01-12-24	
	Katadiya	34	0-14-93		Ranjitnagar	56	0-24-07		
		35	0-05-16			55	0-13-79		
		36	0-18-61			54	0-16-26		
		37	0-05-56			30	0-13-68		
		22P8	0-03-60			29/1	0-19-54		
		38/1	0-03-79			28	0-19-72		
		38/2	0-21-00						
		Cart Track	0-01-80						
		38/27	0-06-13						
		38/26	0-19-50						
		Road	0-02-88						
		38/25	0-24-12						
		38/8	0-23-30						
		38/7	0-00-60						
		38/9	0-18-78						
		Total	01-69-76						
	Rasulpur	1/20	0-05-76						
		1/15	0-19-92						
		1/19	0-22-80						
		1/18	0-23-76						
		1/35	0-14-40						
		Cart Track	0-00-60						
		1/37	0-32-32						
		1/36	0-18-84						
		1/39	0-13-74						
		Cart Track	0-01-20						
		Drain	0-01-20						
		1/41	0-07-80						
		TOTAL	01-62-34						

[F. No. L-14014/02/2005 G.P.]

SWAMI SINGH, Director

नई दिल्ली, 9 जून, 2005

का.आ. 2131.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 359(अ) तारीख, 21 मार्च, 2005 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा उत्तर प्रदेश राज्य में थूलेन्डी से फूलपुर पाइपलाइन परियोजना तक प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग का अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचना की प्रतियां जनता को तारीख 27 मार्च, 2005 से 31 मार्च, 2005 तक उपलब्ध करा दी गई थी;

और पाइपलाइन बिछाने के सम्बन्ध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अननुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उस में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइनों बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निदेश देती है कि पाइपलाइनों बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइनों बिछाने का प्रस्ताव करने वाली गेल (इण्डिया) लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिकारित निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लंगमों से मुक्त, गेल (इण्डिया) लिमिटेड में निहित होगा।

अनुसूची

जिला	तहसील	गाँव	सर्वे नं.	आर.ओ.यू. अर्जित करने के लिए (हेक्टेयर में)
1	2	3	4	5
प्रतापगढ़	लालगंज	बारी बोझ	13	0.0546
			13	0.0104
			11	0.0184
			10	0.0449
			9	0.0790
			23	0.1503
			24	0.0012
			27	0.0127
			28	0.1002
			57	0.0129
			58	0.0070
			56	0.0769
			54	0.0089
			53	0.1060
			52	0.0432
			51	0.0044
			49	0.0833
			48	0.0738
			47	0.0197
			43	0.1137
			44	0.1535
			45	0.0588
			6	0.0113
			46	0.0203
			258	0.0554
			257	0.2164
			284	0.0877

1	2	3	4	5
प्रतापगढ़	लालगंज	बारी बोझ	256	0.0165
			255	0.1415
			285	0.0113
			282	0.0010
			302	0.0015
			301	0.1302
			296	0.0170
			297	0.0061
			298	0.1291
			300	0.0056
			299	0.0750
			307	0.0212
			290	0.0070
			293	0.0025
			292	0.2945
			291	0.0301
			312	0.0161
			315	0.0991
			314	0.1569
			313	0.1728
			397	0.0829
			331	0.0273
			398	0.0303
			437	0.0262
			438	0.1064
			439	0.1239
			440	0.0110
			441	0.1451
			442	0.0664
			443	0.0017
			444	0.0137
			475	0.0031
			474	0.1212
			473	0.1696
			446	0.0259
			445	0.0747
			447	0.0579
			448	0.1018
			452	0.0490
			462	0.0343
			461	0.1887
			483	0.0369
			708	0.0282
			709	0.1732

1	2	3	4	5	1	2	3	4	5
प्रतापगढ़	लालगंज	बारी बोझ (जारी)	707 750 748 747 746 745 741 733 734 735 740 739 742 715 716 717 719 718	0.0106 0.2520 0.0053 0.0138 0.0072 0.0513 0.2665 0.0010 0.0010 0.0163 0.0146 0.0375 0.0110 0.0099 0.0234 0.0628 0.0010 0.0086	प्रतापगढ़	लालगंज	लालपुर (जारी)	380 412 384 404 413 414 423 422 424 428 427 451 452	0.1130 0.3099 0.0257 0.0470 0.0022 0.1357 0.0862 0.0389 0.0095 0.0834 0.2339 0.0096 0.0051
			योग	5.4441				योग	3.9126
		लालपुर	305 303 304 302 300 331 306 330 329 328 327 340 342 317 346 358 361 357 356 369 366 364 383 382 381	0.0598 0.1700 0.0181 0.2798 0.0874 0.0153 0.0221 0.0626 0.1013 0.0882 0.1523 0.0903 0.3647 0.1207 0.0029 0.5664 0.0027 0.0014 0.0010 0.0010 0.0278 0.2247 0.1402 0.2050 0.0068			बंकि	85 78 79 80 81 83 84 86 126	0.2580 0.0102 0.0015 0.0629 0.0674 0.0396 0.0220 0.0087 0.0249
								योग	0.4952
					सदर	जेठवारा		1834 1835 1836 1838 1840 1841 1842 1843 1845 1865 1847 1848 1864 1866 1924 1925 1926 1932 1931	0.1347 0.1905 0.2297 0.2127 0.0233 0.1077 0.1244 0.0464 0.0374 0.1839 0.0015 0.0121 0.0434 0.0076 0.0010 0.0007 0.0070 0.2022 0.0127

1	2	3	4	5
प्रतापगढ़	सदर	जेठवार (जारी)	1934	0.0367
			1945	0.1701
			1944	0.0485
			1946	0.0012
			1947	0.0085
			1943	0.1208
			2283	0.0924
			2284	0.0780
			2291	0.1074
			2290	0.0924
			2292	0.0144
			2293	0.0405
			2294	0.0046
			2295	0.0899
			2296	0.1103
			2298	0.0715
			2297	0.0287
			2295	0.0660
			2316	0.1758
			योग	3.0056
	कुंवा	कुसाही	112	0.0085
			113	0.0296
			114	0.0569
			115	0.0097
			117	0.0318
			212	0.0035
			योग	0.1400

[फा. सं. एल-14014/04/2005-जी.पी.]
स्वामी सिंह निदेशक

New Delhi, the 9th June, 2005

S.O. 2131.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S. O. 359(E) dated the 21st March, 2005 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipelines for the transportation of Natural Gas from Thulendi to Phoolpur pipeline project in the State of Uttar Pradesh by the GAIL (India) Limited;

And whereas copies of the said Gazette notification were made available to the public from 27th March, 2005 to 31st March, 2005;

And whereas the objections received from the public to the laying of the pipeline have been considered and disallowed by the competent authority;

And whereas the competent authority has, under sub-section (1) of Section 6 of the said Act, submitted its report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipelines, has decided to acquire the right of user therein.

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipelines;

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of user in the land for laying the pipelines shall, instead of vesting in the Central Government, vest, on the date of the publication of the declaration, in the GAIL (India) Limited, proposing to lay the pipelines and thereupon the right of such user in the land shall, subject to the terms and conditions so imposed, vest in the GAIL (India), free from all encumbrances.

SCHEDULE

District	Tehsil	Village	Survey No.	Area to be acquired for ROU (In Hectare)
1	2	3	4	5
Pratapgarh	Lalganj	Bari Bojh	13	0.0546
			13	0.0104
			11	0.0184
			10	0.0449
			9	0.0790
			23	0.1503
			24	0.0012
			27	0.0127
			28	0.1002
			57	0.0129
			58	0.0070
			56	0.0769
			54	0.0089
			53	0.1060
			52	0.0432
			51	0.0044
			49	0.0833

1	2	3	4	5	1	2	3	4	5
Pratapgarh	Lalganj	Bari Bojh	48	0.0738	Pratapgarh	Lalganj	Bari Bojh	446	0.0259
		(Contd.)	47	0.0107			(Contd.)	445	0.0747
			43	0.1137				447	0.0579
			44	0.1535				448	0.1018
			45	0.0588				452	0.0490
			6	0.0113				462	0.0343
			46	0.0203				461	0.1887
			258	0.0554				483	0.0369
			257	0.2164				708	0.0282
			284	0.0877				709	0.1732
			256	0.0165				707	0.0106
			255	0.1415				750	0.2520
			285	0.0113				748	0.0053
			282	0.0010				747	0.0138
			302	0.0015				746	0.0072
			301	0.1302				745	0.0513
			296	0.0170				741	0.2665
			297	0.0061				733	0.0010
			298	0.1291				734	0.0010
			300	0.0056				735	0.0163
			299	0.0750				740	0.0146
			307	0.0212				739	0.0375
			290	0.0070				742	0.0110
			293	0.0025				715	0.0099
			292	0.2945				716	0.0234
			291	0.0301				717	0.0628
			312	0.0161				719	0.0039
			315	0.0991				718	0.0045
			314	0.1569				Total	5.4440
			313	0.1728			Lalupur	305	0.0598
			397	0.0829				303	0.1700
			331	0.0273				304	0.0181
			398	0.0303				302	0.2798
			437	0.0262				300	0.0874
			438	0.1064				331	0.0153
			439	0.1239				306	0.0221
			440	0.0110				330	0.0626
			441	0.1451				329	0.1013
			442	0.0664				328	0.0882
			443	0.0017				327	0.1523
			444	0.0137				340	0.0903
			475	0.0031				342	0.3647
			474	0.1212				317	0.1207
			473	0.1696				346	0.0029

1	2	3	4	5	1	2	3	4	5
Pratapgarh	Lalganj	Lalupur	358	0.5664	Pratapgarh	Sadar	Jethwara	1843	0.0464
			361	0.0027				1845	0.0374
			357	0.0014				1865	0.1839
			356	0.0010				1847	0.0015
			369	0.0010				1848	0.0121
			366	0.0278				1864	0.0434
			364	0.2247				1866	0.0076
			383	0.1402				1924	0.0010
			382	0.2050				1925	0.0097
			381	0.0068				1926	0.0670
			380	0.1130				1932	0.2022
			412	0.3099				1931	0.0127
			384	0.0257				1934	0.0367
			404	0.0470				1945	0.1701
			413	0.0022				1944	0.0485
			414	0.1357				1946	0.0012
			423	0.0862				1947	0.0085
			422	0.0389				1943	0.1208
			424	0.0095				2283	0.0924
			428	0.0834				2284	0.0780
			427	0.2339				2291	0.1074
			451	0.0096				2290	0.0924
			452	0.0051				2292	0.0144
			Total	3.9126				2293	0.0405
		Bankati	85	0.2580				2294	0.0046
			78	0.0102				2295	0.0899
			79	0.0015				2296	0.1103
			80	0.0629				2298	0.0715
			81	0.0674				2297	0.0287
			83	0.0396				2295	0.0660
			84	0.0220				2316	0.1758
			86	0.0087				योग	3.0056
			126	0.0249		Kunda	Kusahi	112	0.0085
			Total	0.4952				113	0.0296
	Sadar	Jethwara	1834	0.1347				114	0.0569
			1835	0.1905				115	0.0097
			1836	0.2297				117	0.0318
			1838	0.2127				212	0.0035
			1840	0.0233				योग	0.1400
			1841	0.1077					
			1842	0.1244					

[F. No. L-14014/04/2005-G.P.]
SWAMI SINGH, Director

नई दिल्ली, 9 जून, 2005

का.आ. 2132.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2723 तारीख, 15 अक्टूबर, 2004 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा उत्तर प्रदेश राज्य में थूलेन्डी से फूलपुर पाइपलाइन परियोजना तक प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचना की प्रतियां जनता को तारीख 18 मार्च, 2005 से 19 अप्रैल, 2005 तक उपलब्ध करा दी गई थी;

और पाइपलाइन बिछाने के सम्बन्ध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अनुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उस में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निदेश देती है कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइन बिछाने का प्रस्ताव करने वाली गेल (इण्डिया) लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लंगमों से मुक्त, गेल (इण्डिया) लिमिटेड में निहित होगा।

अनुसूची

जिला	तहसील	गांव	सर्वे नं.	आर.ओ.यू. अर्जित करने के लिए		
				हैक्ट.	एयर	स्क. मी.
1	2	3	4	5	6	7
प्रतापगढ़	लालगंज	पारनीपुर	284	0	02	57
			573 (रोड़)	0	02	89
			570	0	07	54
			560	0	01	60
			568	0	01	99
			508	0	13	11
			565	0	34	76
			563	0	03	41
			561	0	01	11
			554	0	16	26
			553	0	01	53
			638	0	00	10
			672	0	11	51
			668	0	05	86
			669	0	11	79
			676	0	01	29
			670	0	00	31
			675	0	00	78
			679	0	04	06
			680	0	16	89
			745	0	09	12
			738	0	07	88
			739	0	04	22
			740	0	00	77

1	2	3	4	5	6	7
प्रतापगढ़	लालगंज	पारनीपुर	774	0	21	49
			775	0	10	53
			786	0	17	07
			785	0	20	89
			806	0	14	85
			807	0	10	36
			805	0	00	10
			808	0	15	86
			कुल	2	72	50
		रूहादा	4	0	07	29
			6	0	17	38
			6/362	0	00	78
			58	0	06	46
			57	0	04	04
			60	0	43	10
			59	0	03	88
			56	0	00	52
			62	0	18	87
			63	0	01	15
			64	0	15	96
			259	0	22	90
			76	0	00	12
			261	0	21	50
			262	0	00	10
			263	0	38	39
			264	0	01	44
			274	0	01	86
			275	0	01	27
			273	0	00	13
			277	0	18	00
			279	0	37	31
			283	0	32	31
			289	0	44	49
			299	0	08	40
			307	0	17	07
			306	0	00	59
			308	0	06	14
			309	0	03	09
			311	0	35	07
			310	0	00	93
			कुल	4	10	54
		कालनपुर	6	0	06	60
			66	0	01	21
			68	0	19	40
			69	0	03	13

1	2	3	4	5	6	7
प्रतापगढ़	लालगंज	कालनपुर	67	0	07	04
			66	0	01	42
			19	0	00	26
			65	0	00	22
			64	0	13	50
			63	0	07	51
			56	0	00	15
			57	0	19	68
			60	0	00	22
			59	0	01	18
			53	0	20	13
			50	0	00	13
			52	0	15	01
			45	0	02	01
			51	0	00	19
			90	0	18	14
			106	0	02	94
			92	0	09	54
			105	0	04	75
			95	0	01	06
			103	0	02	34
			96	0	29	72
			97	0	01	45
		(रोड़) सर्वे नं. 98		0	01	69
			400	0	12	75
			399	0	09	37
			398	0	03	81
			401	0	02	25
			405	0	06	35
			404	0	01	76
			406	0	24	39
			412	0	01	37
			407	0	00	37
			411	0	00	20
			413	0	24	29
			416	0	02	17
			417	0	00	12
			418	0	27	81
			419	0	00	73
			422	0	03	88
			423	0	02	79
			424	0	12	24
			योग	3	27	27

1	2	3	4	5	6	7
प्रतापगढ़	लालगंज	बाछाबल	207	0	02	71
			208	0	12	48
			209	0	10	38
			210	0	15	85
			211	0	05	32
			212	0	11	49
			213	0	12	56
			235	0	16	71
			236	0	07	71
			234	0	10	60
			233	0	14	06
			238	0	00	10
			232	0	03	08
			229	0	13	14
			231	0	17	73
			230	0	09	55
			228	0	02	19
			274	0	04	85
			कुल	1	65	51
	पुरनोता		309	0	01	13
			310	0	28	04
			304	0	34	08
			300	0	00	20
			299	0	01	21
			297	0	01	22
			291	0	02	70
			292	0	10	29
			293	0	09	73
			294	0	02	65
			289	0	17	87
			287	0	13	74
			532	0	02	41
			282	0	03	52
			533	0	07	51
			552	0	14	95
			553	0	14	43
			554	0	11	65
			558	0	01	27
			555	0	05	68
			562	0	15	06
			565	0	00	60
			568	0	01	59
			572	0	29	00
			574	0	02	53
			कुल	2	33	06

[फा. सं. एल-14014/4/2005/-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, the 9th June, 2005

S.O. 2132.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S. O. 2723 dated the 15th October, 2004 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipelines for the transportation of natural gas from Thulendi to Phoolpur pipeline project in the State of Uttar Pradesh by the GAIL (India) Limited;

And whereas copies of the said Gazette notification were made available to the public from 18th March, 2005 to 19th April, 2005;

And whereas the objections received from the public to the laying of the pipeline have been considered and disallowed by the competent authority;

And whereas the competent authority has, under sub-section (1) of Section 6 the said Act, submitted its report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipelines, has decided to acquire the right of user therein.

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipelines;

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of user in the land for laying the pipelines shall, instead of vesting in the Central Government, vest, on the date of the publication of the declaration, in the GAIL (India) Limited, proposing to lay the pipelines and thereupon the right of such user in the land shall, subject to the terms and conditions so imposed, vest in the GAIL (India), free from all encumbrances.

SCHEDULE

District	Tehsil	Village	Survey No.	Area to be acquired for ROU		
				Hect.	Are.	Sq. Metre
1	2	3	4	5	6	7
Pratapgarh	Lalganj	Paranipur	284	0	02	57
			573 (Road)	0	02	89
			570	0	07	54
			560	0	01	60
			568	0	01	99
			508	0	13	11
			565	0	34	76
			561	0	01	11
			554	0	16	26
			553	0	01	53
			638	0	00	10
			672	0	11	51
			668	0	05	86
			669	0	11	79
			676	0	01	29
			670	0	00	31
			675	0	00	78
			679	0	04	06
			680	0	16	89
			745	0	09	12

1	2	3	4	5	6	7
Pratapgarh	Lalganj	Paranipur	738	0	07	88
			739	0	04	22
			740	0	00	77
			774	0	21	49
			775	0	10	53
			786	0	17	07
			785	0	20	89
			806	0	14	85
			807	0	10	36
			805	0	00	10
			808	0	15	86
			Total	2	72	50
		Ruhada	4	0	07	29
			6	0	17	38
			6/362	0	00	78
			58	0	06	46
			57	0	04	04
			60	0	43	10
			59	0	03	88
			56	0	00	52
			62	0	18	87
			63	0	01	15
			64	0	15	96
			259	0	22	90
			76	0	00	12
			261	0	21	50
			262	0	00	10
			263	0	38	39
			264	0	01	44
			274	0	01	86
			275	0	01	27
			273	0	00	13
			277	0	18	00
			279	0	37	31
			283	0	32	31
			289	0	44	49
			299	0	08	40
			307	0	17	07
			306	0	00	59
			308	0	06	14
			309	0	03	09
			311	0	35	07
			310	0	00	93
			Total	4	10	54

1	2	3	4	5	6	7
Pratapgarh	Lalganj	Kalanpur	6	0	06	60
			66	0	01	21
			68	0	19	40
			69	0	03	13
			67	0	07	04
			66	0	01	42
			19	0	00	26
			65	0	00	22
			64	0	13	50
			63	0	07	51
			56	0	00	15
			57	0	19	68
			60	0	00	22
			59	0	01	18
			53	0	20	13
			50	0	00	13
			52	0	15	01
			45	0	02	01
			51	0	00	19
			90	0	18	14
			106	0	02	94
			92	0	09	54
			105	0	04	75
			95	0	01	06
			103	0	02	34
			96	0	29	72
			97	0	01	45
		(Road) in Svy. No. 98		0	01	69
			400	0	12	75
			399	0	09	37
			398	0	03	81
			401	0	02	25
			405	0	06	35
			404	0	01	76
			406	0	24	39
			412	0	01	37
			407	0	00	37
			411	0	00	20
			413	0	24	29
			416	0	20	17
			417	0	00	12
			418	0	27	81
			419	0	00	73
			422	0	03	88

1	2	3	4	5	6	7
Pratapgarh	Lalganj	Kalanpur	423	0	02	79
			424	0	12	24
			Total	3	27	27
		Bachhabal	207	0	02	71
			208	0	12	48
			209	0	10	38
			210	0	15	85
			211	0	05	32
			212	0	11	49
			213	0	12	56
			235	0	16	71
			236	0	07	71
			234	0	10	60
			233	0	14	06
			238	0	00	10
			232	0	03	08
			229	0	13	14
			231	0	17	73
			230	0	09	55
			228	0	02	19
			274	0	04	85
			Total	1	65	51
		Purenota	309	0	01	13
			310	0	28	04
			304	0	34	08
			300	0	00	20
			299	0	01	21
			297	0	01	22
			291	0	02	70
			292	0	10	29
			293	0	09	73
			294	0	02	65
			289	0	17	87
			287	0	13	74
			532	0	02	41
			282	0	03	52
			533	0	07	51
			552	0	14	95
			553	0	14	43
			554	0	11	65
			558	0	01	27
			555	0	05	68
			562	0	15	06
			565	0	00	60
			568	0	01	59
			572	0	29	00
			574	0	02	53
			Total	2	33	06

नई दिल्ली, 9 जून, 2005

का.आ. 2133.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2721 तारीख, 15 अक्टूबर, 2004 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा उत्तर प्रदेश राज्य में धूलेन्डी से फूलपुर पाइपलाइन परियोजना तक प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचना की प्रतियां जनता को तारीख 20 मार्च, 2005 से 24 अप्रैल, 2005 तक उपलब्ध करा दी गई थी;

और पाइपलाइन बिछाने के सम्बन्ध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अननुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान ही जानें कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उस में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करती हुए, निदेश देती है कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइन बिछाने का प्रस्ताव करने वाली गेल (इण्डिया) लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लंगनों से मुक्त, गेल (इण्डिया) लिमिटेड में निहित होगा।

अनुसूची

जिला	तहसील	गांव	सर्वे नं.	आर.ओ.यू. अर्जित करने के लिए (हैक्टेयर में)
1	2	3	4	5
प्रतापगढ़	कुन्डा	सराय	240	0-02-26
		महासिंह	239	0-09-98
			241	0-04-49
			238	0-00-27
			237	0-01-04
			260	0-00-54

1	2	3	4	5
प्रतापगढ़	कुन्डा	सराय		
			259	0-01-46
			258	0-09-31
			257	0-07-37
			256	0-04-20
			255	0-04-06
			254	0-06-66
			253	0-07-19
			252	0-12-29
			251	0-00-72
			250	0-03-85
			323	0-21-60
			329	0-02-98
			343	0-01-71
			342	0-06-36
			344	0-06-87
			335	0-10-89
			334	0-15-15
			427	0-08-86
			425	0-20-91
			सर्वे नं. 425	0-00-78
			व 448 के	
			बीच में	
			440	0-00-10
			448	0-06-20
			449	0-04-21
			450	0-05-93
			455	0-03-19
			456	0-06-46
			454	0-05-65
			457	0-04-69
			458	0-10-21
			453	0-00-54
			460	0-00-11
			459	0-02-59
			475	0-05-50
			482	0-47-16
			515	0-06-08
			516	0-03-63
			519	0-00-38
			521	0-32-59
			520	0-04-01
			कुल	4-01-36
		महियामऊ	243	0-11-50
			248	0-11-12
			249	0-31-26
			251	0-06-36

1	2	3	4	5	1	2	3	4	5
प्रतापगढ़	कुन्डा	महियामऊ	254	0-25-96	प्रतापगढ़	कुन्डा	महियामऊ	583	0-07-52
			256	0-12-01				575	0-07-55
			267	0-15-15				573	0-00-46
			257	0-01-33				576	0-03-55
			268	0-04-21				571	0-18-01
			269	0-01-82				523	0-09-12
			266	0-11-13				517	0-00-13
			265	0-00-10				518	0-00-24
			260	0-05-19				519	0-16-14
			259	0-00-11				520	0-17-23
			261	0-14-39				1233	0-06-53
			199	0-04-70				1232	0-22-83
			262	0-03-50				895	0-14-38
			301	0-01-64				894	0-02-02
			718	0-04-78				896	0-00-14
			719	0-00-12				898	0-20-34
			721	0-22-54				901	0-00-44
			720	0-04-56				902	0-20-70
			722	0-00-35				900	0-03-17
			724	0-02-51				903	0-08-78
			723	0-09-52				925	0-19-92
			697	0-06-77				908	0-09-97
			696	0-04-37				913	0-00-29
			695	0-04-26				909	0-13-40
			685	0-04-50				910	0-07-98
			682	0-01-69				911	0-09-35
			684	0-03-13				1211	0-02-88
			685	0-03-71				1202	0-09-47
			686	0-07-64				1210	0-00-10
			673	0-01-30				1203	0-05-52
			699	0-06-13				1204	0-05-86
			618	0-02-94				1209	0-00-50
			620	0-04-62				1208	0-02-91
			621	0-00-16				1205	0-04-62
			593	0-04-80				1206	0-07-25
			594	0-01-74				1207	0-11-01
			590	0-07-46				1266	0-04-33
			592	0-01-98				1267	0-03-17
			591	0-00-36				1275	0-04-56
			589	0-29-72				1276	0-05-41
			586	0-05-44				1277	0-03-89
			582	0-02-12				1278	0-06-38
			585	0-02-74				1279	0-01-14
			584	0-02-11				1272	0-02-73
			574	0-00-13					
			581	0-00-26					

1	2	3	4	5
प्रतापगढ़	लालगंज	रहतिकार	2330	0-12-58
			2329	0-05-55
			2328	0-01-24
			2327	0-03-30
			1930	0-31-77
			1931	0-02-42
			1935	0-15-23
			1934	0-09-02
			(सर्वे नं. 1935)	
			ब 1934 रजवाहा	
			कैनाल	0-06-00
			1970	0-29-71
			1956	0-15-72
			1957	0-02-14
			1955	0-07-12
			1958	0-13-03
			1601	0-12-69
			1602	0-12-61
			1607	0-17-92
			1598	0-25-65
			1591	0-08-83
			1592	0-00-59
			1595	0-15-15
			1594	0-11-82
			1596	0-00-85
			1545	0-01-78
			1546	0-11-22
			1547	0-27-84
			1549	0-07-58
			1510	0-01-73
			1512	0-18-47
			1509	0-00-22
			1506	0-11-46
			1508	0-09-87
			1507	0-04-75
			1419	0-01-97
			1415	0-03-95
			1414	0-00-11
			1413	0-06-26
			1410	0-05-25
			1411	0-14-78
			1412	0-00-10
			1402	0-04-59
			1396	0-02-20
			1395	0-27-47
			1223	0-00-34

1	2	3	4	5	1	2	3	4	5
प्रतापगढ़	लालगंज	रहतिकार	1225	0-17-88	प्रतापगढ़	लालगंज	मुस्ताफाबाद	1697	0-23-18
			1226	0-01-25				1696	0-01-04
			1202	0-16-72				1695	0-62-97
			1200	0-20-21				1694	0-01-60
			1199	0-20-23				1691	0-36-00
			1197	0-01-17				1709	0-00-85
			1195	0-23-46				1750	0-02-79
			1192	0-09-01				1690	0-01-82
			1191	0-05-21				1689	0-00-94
			1157	0-13-14				1742	0-43-84
			1158	0-24-93				1741	0-02-39
			1159	0-30-45				1739	0-10-51
			1144	0-01-44				1743	0-07-19
			1139	0-07-37				1738	0-24-72
			1140	0-08-16				1735	0-00-10
			1141	0-02-47				1737	0-13-55
			1111	0-78-57				1778	0-24-49
			कुल	8-33-69				1776	0-02-98
								1789	0-14-92
								1788	0-00-10
								1790	0-08-25
								1793	0-20-75
								1794	0-03-61
								1801	0-08-12
								1795	0-19-93
								1796	0-07-98
								सर्वे नं. 1795,	01-00-62
								1796 व 1848	
								में (रोड़)	
								1848	0-46-56
								1849	0-15-21
								1851	0-10-51
								1852	0-16-95
								1853	0-08-31
								1858	0-08-81
								1859	0-07-46
								1863	0-24-16
								1864	0-07-64
								1877	0-03-25
								1875	0-00-55
								1874	0-15-16
								1891	0-26-28
								1886	0-44-30
								1885	0-02-96
								1883	0-00-51
								1933	0-00-10
			कुल	01-71-96				कुल	05-83-96

1	2	3	4	5
प्रतापगढ़	लालगंज	उछापुर	395	0-03-08
			396	0-07-58
			397	0-06-14
			405	0-06-84
			399	0-14-83
			404	0-08-81
			386	0-01-85
			430	0-06-39
			431	0-00-20
			428	0-31-33
			437	0-00-74
			446	0-34-82
			447	0-25-31
			219	0-04-70
			440	0-01-29
			451	0-04-00
			453	0-09-98
			454	0-12-45
			455	0-01-00
			218	0-26-87
			459	0-00-86
			469	0-21-94
			460	0-03-98
			462	0-09-६९
			463	0-11-47
			597	0-28-39
			596	0-01-00
			598	0-00-85
			599	0-25-50
			581	0-00-10
			577	0-27-50
			601	0-00-99
			576	0-01-89
			572	0-00-94
			571	0-00-10
			564	0-02-19
			565	0-19-95
			551	0-01-37
			550	0-13-85
			546	0-15-99
			सर्वे नं. 540 में (पक्की रोड)	0-15-51
			540	0-09-62
			537	0-09-83

1	2	3	4	5
प्रतापगढ़	लालगंज	उछापुर	524	0-10-63
			536	0-23-97
			531	0-03-29
			529	0-01-54
			532	0-16-02
			कुल	4-87-03
		कैथोला	111	0-00-30
			117	0-00-10
			118	0-04-63
			120	0-01-15
			121	0-08-50
			122	0-00-70
			126	0-00-90
			127	0-05-19
			128	0-11-88
			129	0-00-88
			131	0-01-76
			141	0-03-23
			143	0-20-57
			144	0-00-15
			152	0-22-71
			151	0-02-94
			कुल	0-85-59
		पन्डारी	147	0-06-62
			पन्डारी रजवाहा (सर्वे नं. 47 व) 149 के बीच में	0-07-51
			149	0-26-39
			167	0-02-31
			154	0-03-95
			150	0-00-10
			153	0-00-21
			155	0-26-89
			162	0-00-94
			163	0-24-57
			208	0-16-76
			207	0-17-93
			206	0-06-97
			247	0-17-63
			202	0-01-44
			201	0-00-78
			258	0-16-86
			271	0-00-47
			270	0-01-38
			269	0-01-19

[illegible]

1	2	3	4	5	1	2	3	4	5
प्रतापगढ़	दालगंज	मेधावात	1321	0-11-38	आजहरा	249			0-01-15
			1320	0-09-50		247			0-18-86
			1289	0-00-98		267			0-00-28
			1257	0-12-31		268			0-01-44
			1256	0-32-35		269			0-01-52
			1254	0-00-10		270			0-01-06
			1252	0-11-36		271			0-01-13
			1249	0-34-69		272			0-02-86
			1250	0-01-64		273			0-05-01
			1243	0-17-12		316			0-01-96
			1242	0-00-40		274			0-07-83
			1238	0-00-10		275			0-04-03
		सर्वे नं.		0-00-67		205			0-01-86
		1243 व 1169				308			0-15-19
		के बीच में (रोड़)				276			0-11-29
		1169		0-05-45		206			0-06-02
		1170		0-03-57		288			0-10-62
		1168		0-04-93		289			0-16-31
		1167		0-03-47		291			0-25-35
		1166		0-01-47		293			0-09-57
		1171		0-14-37		295			0-26-61
		1165		0-00-15		637			0-02-27
		1170		0-00-73		662			0-01-23
		1177		0-18-02		660			0-16-87
		1178		0-21-19		630			0-01-01
		1179		0-01-24		648			0-07-59
		1180		0-02-82		641			0-01-64
		1181		0-18-71		639			0-18-40
		1198		0-00-66		638			0-01-16
		1199		0-20-79		636			0-27-30
		1200		0-08-59		634			0-00-79
		1195		0-21-85		611			0-25-57
		1197		0-01-26		614			0-01-14
		1193		0-15-64		606			0-05-68
		कुल		6-54-92		607/113			0-01-55
रामगढ़	रैला	220		0-20-52		605			0-09-19
		221		0-01-46		604			0-09-53
		कुल		0-21-98		603			0-00-89
आजहरा		204		0-01-18		756			0-06-61
		254		0-17-67		912			0-02-91
		255		0-00-38		911			0-15-52
		252		0-02-43		910			0-00-37
		251		0-00-56		909			0-14-04
		256		0-05-08		915			0-20-03
		257		0-00-55		919			0-38-71
						918			0-01-28

1	2	3	4	5	1	2	3	4	5
प्रतापगढ़	लालगंज	आजहरा	895	0-00-45	प्रतापगढ़	सदर	सराय	730	0-04-87
			881	0-16-27			देवराय	731	0-00-38
			880	0-00-84				729	0-01-12
			876	0-05-97				728	0-06-84
			875	0-00-67				727	0-41-58
			874	0-08-85				726	0-04-45
			894	0-01-72				725	0-06-48
			870	0-04-63				1093	0-00-10
			882	0-01-50				1092	0-01-64
			868	0-00-31				1094	0-04-21
			890	0-25-43				724	0-10-28
			869	0-01-81				708	0-00-13
			891	0-06-18				1100	0-00-16
			889	0-04-36				1095	0-10-05
			888	0-00-30				1096	0-01-87
			883	0-01-53				1098	0-07-26
			884	0-20-66				1097	0-11-18
			कुल	5-30-76				1099	0-01-28
	सदर	सराय	355	0-07-53				1101	0-12-97
		देवराय						कुल	3-49-88
			सर्वे नं. 355	0-01-47			पूरे बैशनावा	228	0-05-16
			व 356 के बीच					231	0-17-07
			में (कार्ट ट्रक)					230	0-04-13
			356	0-23-79				232	0-03-63
			792	0-00-37				264	0-00-10
			790	0-29-65				235	0-02-00
			789	0-08-30				234	0-18-47
			787	0-00-73				271	0-10-93
			362	0-24-84				268	0-03-89
			786	0-04-03				272	0-08-31
			363	0-35-38				269	0-00-30
			364	0-33-21				270	0-01-64
			754	0-02-02				सर्वे नं. 270	0-03-59
			749	0-01-32				व 274 के बीच	
			756	0-00-63				में (रोड़)	
			755	0-00-28				274	0-16-25
			752	0-10-28				276	0-22-07
			1075	0-01-67				275	0-00-39
			747	0-00-17				277	0-16-80
			1077	0-07-66				293	0-04-18
			1074	0-05-18				292	0-14-65
			1078	0-00-45				285	0-01-93
			1079	0-05-08				कुल	1-55-49
			1080	0-09-00					
			1082	0-09-99					

[फा. सं. एल-14014/04/2005-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, the 9th June, 2005

S.O. 2133.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 2721 dated the 15th October, 2004 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipelines for the transportation of natural gas from Thulendi to Phoolpur pipeline project in the State of Uttar Pradesh by the GAIL (India) Limited;

And whereas copies of the said Gazette notification were made available to the public from 20th March, 2005 to 24th April, 2005;

And whereas the objections received from the public to the laying of the pipeline have been considered and disallowed by the competent authority;

And whereas the competent authority has, under sub-section (1) of Section 6 of the said Act, submitted its report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipelines, has decided to acquire the right of user therein.

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipelines;

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of user in the land for laying the pipelines shall, instead of vesting in the Central Government, vest, on the date of the publication of the declaration, in the GAIL (India) Limited, proposing to lay the pipelines and thereupon the right of such user in the land shall, subject to the terms and conditions so imposed, vest in the GAIL (India), free from all encumbrances.

SCHEDULE

District	Tehsil	Village	Survey No.	Area to be acquired for ROU (In Hectare)
1	2	3	4	5
Pratap-garh	Kunda	Saray Mahasingh	240	0-02-26
			239	0-09-98
			241	0-04-49
			238	0-00-27
			237	0-01-04
			260	0-00-54

1	2	3	4	5
Pratap-garh	Kunda	Saray Mahasingh	259	0-01-46
			258	0-09-31
		—Contd.	257	0-07-37
			256	0-04-20
			255	0-04-06
			254	0-06-66
			253	0-07-19
			252	0-12-29
			251	0-00-72
			250	0-03-85
			323	0-21-60
			329	0-02-98
			343	0-01-71
			342	0-06-36
			344	0-06-87
			335	0-10-89
			334	0-15-15
			427	0-08-86
			425	0-20-91
		In Bet. Survey No.	425 & 448	0-00-78
			440	0-00-10
			448	0-06-20
			449	0-04-21
			450	0-05-93
			455	0-03-19
			456	0-06-46
			454	0-05-65
			457	0-04-69
			458	0-10-21
			453	0-00-54
			460	0-00-11
			459	0-02-59
			475	0-05-50
			482	0-47-16
			515	0-06-08
			516	0-03-63
			519	0-00-38
			521	0-32-59
			520	0-04-01
			Total	4-01-36

1	2	3	4	5	1	2	3	4	5
Pratap-	Kunda	Mahia-	243	011-50	Pratap-	Kunda	Mahia-	585	0-02-74
garh		mau			garh		mau	584	0-02-11
			248	0-11-12			—Contd.	574	0-00-13
			249	0-31-26				581	0-00-26
			251	0-06-36				583	0-07-52
			254	0-25-96				575	0-07-55
			256	0-02-01				573	0-00-46
			267	0-15-15				576	0-03-55
			257	0-01-33				571	0-18-01
			268	0-04-21				523	0-09-42
			269	0-01-82				517	0-00-13
			266	0-11-13				518	0-00-24
			265	0-00-10				519	0-16-14
			260	0-05-19				520	0-17-23
			259	0-00-11				1233	0-06-53
			261	0-14-39				1232	0-22-83
			199	0-04-70				895	0-14-38
			262	0-03-50				894	0-02-02
			301	0-01-64				896	0-00-14
			718	0-04-78				898	0-20-34
			719	0-00-12				901	0-00-44
			721	0-22-54				902	0-20-70
			720	0-04-56				900	0-03-17
			722	0-00-35				903	0-08-78
			724	0-02-31				925	0-19-92
			723	0-09-52				908	0-09-97
			697	0-06-77				913	0-00-29
			696	0-04-37				909	0-13-40
			695	0-04-26				910	0-07-98
			685	0-04-50				911	0-09-35
			682	0-01-69				1211	0-02-88
			684	0-03-13				1202	0-09-47
			685	0-03-71				1210	0-00-10
			686	0-07-64				1203	0-05-52
			673	0-01-30				1204	0-05-66
			619	0-06-13				1209	0-00-50
			618	0-02-94				1208	0-02-91
			620	0-04-62				1205	0-04-62
			621	0-00-16				1206	0-07-25
			593	0-04-80				1207	0-11-01
			594	0-01-74				1266	0-04-33
			590	0-07-46				1267	0-03-17
			592	0-01-98				1275	0-04-56
			591	0-00-36				1276	0-05-41
			589	0-29-72				1277	0-03-89
			586	0-05-44				1278	0-06-38
			582	0-02-12					

[illegible]

1	2	3	4	5	1	2	3	4	5
Pratap-	Lalganj	Rahatkar	1225	0-17-88	Pratap-	Lalganj	Mustafa-	1697	0-23-18
garh		—Contd.	1226	0-01-25	garh		bad	1696	0-01-04
			1202	0-16-72				1695	0-62-97
			1200	0-20-21				1694	0-01-60
			1199	0-20-23				1691	0-36-00
			1197	0-01-17				1709	0-00-85
			1195	0-23-46				1750	0-02-79
			1192	0-09-01				1690	0-01-82
			1191	0-05-21				1689	0-00-94
			1157	0-13-14				1742	0-43-84
			1158	0-24-93				1741	0-02-39
			1159	0-30-45				1739	0-10-51
			1144	0-01-44				1743	0-07-19
			1139	0-07-37				1738	0-24-72
			1140	0-08-16				1735	0-00-10
			1141	0-02-47				1737	0-13-55
			1111	0-78-57				1778	0-24-49
			Total	8-33-69				1776	0-02-98
		Purema-	190	0-00-84				1789	0-14-92
		thada	192	0-05-80				1788	0-00-10
			193	0-06-02				1790	0-08-25
			186	0-02-98				1793	0-20-75
			194	0-03-04				1794	0-03-61
			209	0-00-71				1801	0-08-12
			208	0-06-26				1795	0-19-93
			210	0-03-54				1796	0-07-98
			213	0-15-70				In Svy No.	0-00-62
			214	0-00-51				1795, 1796	
			232	0-03-60				& 1848 (Road)	
			233	0-00-94				1848	0-46-56
			234	0-19-47				1849	0-15-21
			235	0-14-12				1851	0-10-51
			236	0-00-10				1852	0-16-95
			237	0-26-49				1853	0-08-31
			240	0-01-33				1858	0-08-81
			241	0-09-53				1859	0-07-46
			242	0-01-69				1863	0-24-16
			243	0-29-20				1864	0-07-64
			244	0-01-73				1877	0-03-25
			246	0-00-99				1875	0-00-55
			250	0-00-80				1874	0-15-16
			249	0-06-26				1891	0-26-28
			248	0-09-43				1886	0-44-30
			247	0-00-88				1885	0-02-96
			Total	01-71-96				1883	0-00-51
								1933	0-00-10
								Total	05-83-96

1	2	3	4	5	1	2	3	4	5
Pratap-	Lalganj	Khajuri	424	0-01-87	Pratap-	Lalganj	Itaila	115	0-01-86
garh			412	0-20-55	garh		—Contd.	113	0-18-37
			418	0-14-94				112	0-07-43
			413	0-01-69				110	0-13-79
			423	0-04-83				111	0-00-24
			417	0-01-21				108	0-00-95
			421	0-08-03				Total	1-45-86
			422	0-10-23			Bhebhaur	128	0-02-38
			486	0-01-82				77	0-03-63
			490	0-08-14				85	0-02-65
			485	0-19-07				115	0-20-19
			484	0-02-25				114	0-28-18
			482	0-07-66				105	0-14-41
			483	0-03-93				103	0-06-31
			493	0-00-70				99	0-16-08
			492	0-00-89				100	0-00-86
			494	0-00-50				97	0-00-87
			495	0-28-97				96	0-00-11
			477	0-01-88				95	0-16-35
			471	0-13-04				94	0-09-92
			469	0-06-00				92	0-01-58
			468	0-15-44				91	0-18-31
			467	0-06-53				134	0-11-30
			466	0-05-99				214	0-13-07
			465	0-02-66				216	0-21-34
			464	0-05-67				217	0-02-18
			463	0-07-87				218	0-18-71
			563	0-00-73				219	0-01-28
			564	0-03-78				220	0-08-74
			565	0-00-33				213	0-01-24
			Total	2-07-20				221	0-01-31
		Itaila	37	0-19-29				226	0-02-47
			41	0-03-91				230	0-07-56
			40	0-04-63				231	0-14-03
			43	0-03-30				239	0-13-78
			52	0-01-74				240	0-07-47
			51	0-06-65				241	0-01-73
			50	0-08-45				250	0-06-16
			49	0-07-64				251	0-19-25
			48	0-12-63				252	0-03-54
			57	0-02-22				256/463	0-11-57
			58	0-08-32				258	0-00-87
			101	0-01-22				257	0-11-61
			124	0-00-23				256	0-07-32
			114	0-22-63				265	0-02-87
			123	0-00-36				267	0-11-20
								268	0-02-96
								Total	3-45-39

1	2	3	4	5	1	2	3	4	5	
Pratap-garh	Lalganj	Uchhapur	395	0-03-08	Pratap-garh	Lalganj	Uchhapur	531	0-03-29	
			396	0-07-58				—Contd.	529	0-01-54
			397	0-06-14				532	0-16-02	
			405	0-06-84				Total	4-87-03	
			399	0-14-83				Kaithaula	111	0-00-30
			404	0-08-81					117	0-00-10
			386	0-01-85					118	0-04-63
			430	0-06-39					120	0-01-15
			431	0-00-20					121	0-08-50
			428	0-31-33					122	0-00-70
			437	0-00-74					126	0-00-90
			446	0-34-82					127	0-05-19
			447	0-25-31					128	0-11-88
			219	0-04-70					129	0-00-88
			440	0-01-29					131	0-01-76
			451	0-04-00					141	0-03-23
			453	0-09-98					143	0-20-57
			454	0-12-45					144	0-00-15
			455	0-01-00					152	0-22-71
			218	0-26-87					151	0-02-94
			459	0-00-86					Total	0-85-59
			469	0-21-94				Pandari	147	0-06-62
			460	0-03-98					Pandri Minor	0-07-51
			462	0-09-55					(In Bet Svy.	
			463	0-11-47					No. 147 & 149	
			597	0-28-39					149	0-26-39
			596	0-01-00					167	0-02-31
			598	0-00-85					154	0-03-95
			599	0-25-50					150	0-00-10
			581	0-00-10					153	0-00-21
			577	0-27-50					155	0-26-89
			601	0-00-99					162	0-00-94
			576	0-01-89					163	0-24-57
			572	0-00-94					208	0-16-76
			571	0-00-10					207	0-17-93
			564	0-02-19					206	0-06-97
			565	0-19-95					247	0-17-63
			551	0-01-37					202	0-01-44
			550	0-13-85					201	0-00-78
			546	0-15-99					258	0-16-86
			(In Svy. No.	0-15-51					271	0-00-47
			540 (Metalled						270	0-01-38
			Road)						269	0-01-19
			540	0-09-62					264	0-00-72
			537	0-09-83					259	0-27-66
			524	0-10-63					262	0-07-17
			536	0-23-97						

1	2	3	4	5	1	2	3	4	5
Pratap-garh	Lalganj	Pandari	261	0-05-66	Pratap-garh	Lalganj	Medha-wan	790	0-17-33
			260	0-20-33				In Bet. Svy.	
			261/277	0-03-05				No. 790 &	0-14-75
			In Svy. No.					789	
			261/277 Road					789	0-03-41
			(SH-36)	0-01-37				785	0-03-75
			Total	2-46-86				804	0-13-99
								805	0-09-96
	Belha		582	0-07-98				806	0-05-82
			589	0-03-17				809	0-00-10
			609	0-02-20				807	0-10-14
			594	0-13-52				808	0-13-07
			593	0-18-54				811	0-14-00
			596	0-00-52				815	0-02-00
			597	0-00-85				812	0-00-66
			601	0-16-47				714	0-00-10
			646	0-07-12				715	0-00-10
			654	0-24-61				731	0-00-35
			650	0-01-43				722	0-12-17
			651	0-11-02				721	0-34-86
			660	0-13-75				719	0-12-08
			661	0-12-68				717	0-00-38
			663	0-05-30				718	0-42-21
			765	0-00-10				708	0-01-55
			770	0-44-35				707	0-12-06
			771	0-02-79				706	0-04-30
			In Bet. Svy.					705	0-21-08
			No. 862/3413	0-00-15				952	0-01-44
			& V.B.					953	0-04-79
			862/3413	0-00-33				954	0-00-93
			855	0-00-43				955	0-02-07
			864	0-03-34				956	0-01-53
			882	0-12-89				970	0-00-65
			883	0-03-43				969	0-28-69
			879	0-14-91				971	0-02-08
			878	0-00-72				972	0-11-48
			875	0-25-37				968	0-05-98
			876	0-00-34				990	0-01-16
			877	0-05-24				991	0-21-40
			886	0-00-10				1319	0-01-77
			Total	0-53-65				1324	0-03-33
								1322	0-23-65
	Medha-wan		771	0-02-02				1321	0-11-38
			793	0-05-47				1320	0-09-50
			792	0-16-35				1289	0-00-98
			791	0-00-12				1257	0-12-31

1	2	3	4	5	1	2	3	4	5
Pratap-	Lalgañj	Medha-	1256	0-32-35	Pratap-	Lalgañj	Ajhara	268	0-01-44
garh		wan	1254	0-00-10	garh			269	0-01-52
			1252	0-11-36				270	0-01-46
			1249	0-34-69				271	0-01-13
			1250	0-01-64				272	0-02-86
			1243	0-17-12				273	0-05-01
			1242	0-00-40				316	0-01-96
			1238	0-00-10				274	0-07-83
			In Bet. Svy.					275	0-04-03
			No. 1243 &	0-00-67				205	0-01-86
			1169 (Road)					308	0-15-19
			1169	0-05-45				276	0-11-29
			1170	0-03-57				206	0-06-02
			1168	0-04-93				288	0-10-62
			1167	0-03-47				289	0-16-51
			1166	0-01-47				291	0-25-35
			1171	0-14-37				293	0-09-57
			1165	0-00-15				295	0-26-61
			1170	0-00-73				637	0-02-27
			1177	0-18-02				662	0-01-23
			1178	0-21-19				660	0-16-87
			1179	0-01-24				630	0-01-01
			1180	0-02-82				648	0-07-59
			1181	0-18-71				641	0-01-64
			1198	0-00-66				639	0-18-40
			1199	0-20-79				638	0-01-16
			1200	0-08-59				636	0-27-30
			1195	0-21-85				634	0-00-79
			1197	0-01-26				611	0-25-57
			1193	0-15-64				614	0-01-14
			Total	6-54-92				606	0-05-68
	Ramgarh		220	0-20-52				607/113	0-01-55
	Raila							605	0-09-19
			221	0-01-46				604	0-09-53
			Total	0-21-98				603	0-00-89
	Ajhara		204	0-01-18				756	0-06-51
			254	0-17-67				912	0-02-51
			255	0-00-38				911	0-15-52
			252	0-02-43				910	0-00-37
			251	0-00-56				909	0-14-04
			256	0-05-08				915	0-20-03
			257	0-00-55				919	0-38-71
			249	0-01-15				918	0-01-23
			247	0-18-86				895	0-20-45
			267	0-00-28				881	0-16-27

1	2	3	4	5
Pratap-garh	Lalgarh	Ajhara	880	0-00-84
			876	0-05-97
			875	0-00-67
			874	0-08-85
			894	0-01-72
			870	0-04-63
			882	0-01-50
			868	0-00-31
			890	0-25-43
			869	0-01-81
			891	0-06-18
			889	0-04-36
			888	0-00-30
			883	0-01-53
			884	0-20-66
			Total	5-30-76
Sadar	Saray		355	007-53
	Devray	In Bet. Svy. No. 355 & 356 (Cart-Track)		0-01-47
		356		0-23-79
		792		0-00-37
		790		0-29-65
		789		0-08-30
		787		0-00-73
		362		0-24-84
		786		0-04-03
		363		0-35-38
		364		0-33-21
		754		0-02-02
		749		0-01-32
		756		0-00-63
		755		0-00-28
		752		0-10-28
		1075		0-01-67
		747		0-00-17
		1077		0-07-66
		1074		0-05-18
		1078		0-00-45
		1079		0-05-08
		1080		0-09-00
		1082		0-09-99
Pratap-garh	Sadar	Saray Devray	730 731 729 728 727 726 725 1093 1092 1094 724 708 1100 1095 1096 1098 1097 1099 1101	0-04-87 0-00-38 0-01-12 0-06-84 0-41-58 0-04-45 0-06-48 0-00-10 0-01-64 0-04-21 0-10-28 0-00-13 0-00-16 0-10-05 0-01-87 0-07-26 0-11-18 0-01-28 0-12-97
		Pure-Baishnaba	228 231 230 232 264 235 234 271 268 272 269 270	0-05-16 0-17-07 0-04-13 0-03-63 0-00-10 0-02-00 0-18-47 0-10-93 0-03-89 0-08-31 0-00-30 0-01-64
		In Bet. Svy. No. 270 & 274 (Road)		0-03-59
		274 276 275 277 293 292 285		0-16-25 0-22-07 0-00-39 0-16-80 0-04-18 0-14-65 0-01-93
		Total		1-55-49

[F.No. L-14014/04/2005-G.P.]
SWAMI SINGH, Director

नई दिल्ली, 9 जून, 2005

का. आ. 2134.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 2679 तारीख 19 अक्टूबर 2004, जो भारत के राजपत्र तारीख 23 अक्टूबर, 2004 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में महाराष्ट्र राज्य में लोणी (पुणे) से पकनी (सोलापुर) तक हज़ारवाडी के रास्ते पेट्रोलियम उत्पादों के परिवहन के लिए विस्तार पाइपलाइन परियोजना के माध्यम से हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 24 दिसंबर, 2004 को उपलब्ध करा दी गई थीं ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है :

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित होगा ;

अनुसूची

तालुका : हवेली			जिला : पुणे		राज्य : महाराष्ट्र		
क्रम सं.	गाव का नाम	सर्वे नंबर	गट नंबर	उप-खण्ड सं.	क्षेत्रफल		
					हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6	7	8
1	कदमवाकवस्ती		173		00	00	50
			174		00	00	64
			गट नंबर 173 और 252 के बीच में राष्ट्रीय मार्ग नं. 9	}	00	06	31
			252		00	41	40
			गट नंबर 252 और 821 के बीच में मेटल्ड रास्ता	}	00	05	89
			821		00	11	70
			820		00	12	88

तालुका : हवेली			जिला : पुणे		राज्य : महाराष्ट्र				
क्रम सं.	गाव का नाम	सर्वे नंबर	मट नंबर	उप-खण्ड सं.	क्षेत्रफल				
					हेक्टर	एयर	वर्ग मीटर		
1	2	3	4	5	6	7	8		
1	कदमवाकवस्ती (निरंतर)		819		00	07	74		
			818		00	05	40		
			817		00	03	60		
			816		00	00	10		
			804		00	05	57		
			810		00	04	50		
			806		00	09	45		
			808		00	01	11		
			807		00	11	70		
			768		00	08	69		
			764		00	00	11		
			769		00	04	92		
			771		00	05	65		
			772		00	07	55		
			773		00	02	71		
			849		00	12	60		
			760		00	19	84		
			758		00	16	20		
			615		00	09	00		
			614		00	08	80		
			613		00	06	33		
			606		00	06	55		
			605		00	06	46		
			602		00	09	40		
			599		00	13	50		
			598		00	05	06		
			597		00	12	40		
			590		00	06	30		
		कुल					02	90	56
		2	लोनी कालभोर	गट नंबर 2314 और			00	05	46
गाँव सीमा									
कदमवाकवस्ती के बीच									
में मेटल्ड रास्ता									
2314									
2315									
2316									
2317									
2320									
2339									
2335									
2336									
2338									
गट नंबर 2338									
और 1747/26 के									
बीच में नाला									

तालुका : हवेली		जिला : पुणे		राज्य : महाराष्ट्र			
क्रम सं.	गाव का नाम	सर्वे नंबर	गट नंबर	उप-खण्ड सं.	क्षेत्रफल		
					हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6	7	8
2	लोनी कालभोर (निरंतर)		नाला और गट नंबर 1747/26 के बीच में अस्फालटेड रास्ता		00	03	34
			1747	26	00	10	50
			1789	1	00	04	27
			1789	2	00	04	52
			1789	3	00	05	30
			1789	4	00	03	58
			1789	5	00	06	06
			1747	27	00	16	63
			1747	28	00	06	79
			1790		00	04	58
			1747	29	00	09	29
			1791		00	04	98
			गट नंबर 1791 के पास में अस्फालटेड रास्ता		00	00	98
			गट नंबर 1699 का अस्फालटेड रास्ता		00	00	82
			1699		00	02	03
			1696		00	10	54
			1694		00	11	68
			1693		00	40	08
			गट नंबर 1693 और 1529 के बीच का गाड़ी रास्ता		00	07	66
			1528		00	02	87
			1527		00	01	91
			1525		00	01	88
			1518		00	02	03
			1517		00	02	46
			1516		00	15	20
			1513		00	11	06
			1504		00	01	46
			1503		00	01	30
			1506		00	01	17
			1505		00	00	25
			1502		00	07	40
			1500		00	04	22
			1499		00	04	58

तालुका : हवेली			जिला : पुणे		राज्य : महाराष्ट्र		
क्रम सं.	गाव का नाम	सर्वे बंबर	मट बंबर	उप-खण्ड सं.	क्षेत्रफल		
					हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6	7	8
2	लोबी कालभोर (निरतर)		1498		00	01	23
			1497		00	03	48
			1496		00	03	04
			1494		00	06	82
			1487	ब	00	07	15
			1484		00	04	50
			1482		00	05	72
			1480		00	02	01
			1476		00	03	24
			1475		00	02	38
			1474		00	03	10
			1473		00	02	39
			1472		00	04	59
			1471		00	01	50
			1470		00	10	50
			1464		00	03	23
			1463		00	03	42
			1454		00	03	77
			1452		00	03	42
			1451		00	03	95
			1449		00	06	41
			1431		00	05	58
			1430		00	03	91
			1429		00	00	63
			1428		00	03	20
			1427		00	03	18
			1426		00	03	08
			1420		00	02	67
			1411		00	01	67
			1410		00	06	20
			1400		00	03	97
			1401		00	00	62
			गट नंबर 1401 और 1409 के बीच का निकामी कनाल				
					00	09	89
			1409		00	06	91
			1407		00	03	43
			1406		00	04	85

तालुका : हवेली		जिला : पुणे		राज्य : महाराष्ट्र			
क्रम सं.	गाव का नाम	सर्वे नंबर	गट नंबर	उप-खण्ड सं.	क्षेत्रफल		
					हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6	7	8
2	लोनी कालभोर (निरंतर)		1405		00	08	83
			1202		00	12	47
			गट नंबर 1202 और				
			1198 के बीच का		00	25	81
			कनाल				
			1198		00	14	01
			1197		00	07	07
			1196		00	07	48
			1194		00	06	73
			1192		00	06	73
			1191		00	04	68
			1190		00	04	65
			1188		00	04	20
			1187		00	04	89
			1186		00	05	01
			1184		00	04	41
			1180		00	07	02
			1178		00	06	03
			1177		00	06	47
			1176		00	05	31
			1175		00	04	14
			1169		00	03	47
			1168		00	07	86
			1167		00	00	85
			1166		00	01	30
			1165		00	05	72
			1164		00	07	15
			1163		00	32	88
			1060		00	04	78
			1059		00	13	34
			1058		00	06	16
			1057		00	05	18
			1056		00	08	66
			1055		00	05	71
			1054		00	05	13
			गट नंबर 1054				
			में नाला		00	01	18
			गट नंबर 1053				
			में नाला		00	07	94
			1053		00	06	12
			1052		00	32	31
			1072		00	04	35
			1071		00	01	15
कुल					07	34	36

तालुका : हवेली			जिला : पुणे		राज्य : महाराष्ट्र		
क्रम सं.	गाव का नाम	सर्वे नंबर	गट नंबर	उप-खण्ड सं.	क्षेत्रफल		
					हेक्टर	एकर	वर्ग मीटर
1	2	3	4	5	6	7	8
3	आलंदी		1188		00	02	70
	महातोबाची (निरंतर)		1187		00	00	75
			1125		00	44	19
			1123		00	28	41
			1122		00	29	21
			1147		00	11	52
			1120		00	12	64
			1100		00	15	07
			1094		00	09	01
			1092		00	00	02
			1090		00	22	14
			1089		00	27	16
			गट नंबर 1089 और 1084 के बीच में मेटल्ड रास्ता				
					00	02	13
			1084		00	23	46
			1066		00	11	18
			1065		00	26	43
			1026		00	83	22
			1054		00	13	93
			1055		00	21	87
			938		00	16	86
कुल					04	01	90

[फा. सं. आर-31015/24/2004-ओ.आर.-II]

हरीश कुमार, अवर सचिव

New Delhi, the 9th June, 2005

S. O. 2134.— Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 2679 dated the 19th October, 2004, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Gazette of India dated the 23rd October, 2004, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of Petroleum Products through Mumbai-Pune Pipeline Extension Project from Loni (Pune) to Pakni (Solapur) (Via Hazarwadi) in the State of Maharashtra by Hindustan Petroleum Corporation Limited;

And whereas copies of the said Gazette notification were made available to the public on the 24 December, 2004;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of this declaration, in Hindustan Petroleum Corporation Limited, free from all encumbrances.

SCHEDULE

Taluka : HAVELI		District : PUNE		State : MAHARASHTRA			
Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area		
1	2	3	4	5	Hectare	Are	Sq.mt
1	KADAM WAKWASTI		173		00	00	50
			174		00	00	64
			NH - 9 in between Gat No 173 & 252		00	06	31
			252		00	41	40
			Metalled Road in between Gat No 252 & 821		00	05	89
			821		00	11	70
			820		00	12	88
			819		00	07	74
			818		00	05	40
			817		00	03	60
			816		00	00	10
			804		00	05	57
			810		00	04	50
			806		00	09	45
			808		00	01	11
			807		00	11	70
			768		00	08	69
			764		00	00	11
			769		00	04	92
			771		00	05	65
			772		00	07	55
			773		00	02	71
			849		00	12	60
			760		00	19	84

Taluka : HAVELI			District : PUNE		State : MAHARASHTRA		
Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area		
					Hectare	Are	Sq.mt
1	2	3	4	5	6	7	8
1	KADAMWAKWASTI (Contd..)		758		00	16	20
			615		00	09	00
			614		00	08	80
			613		00	06	33
			606		00	06	55
			605		00	06	46
			602		00	09	40
			599		00	13	50
			598		00	05	06
			597		00	12	40
			590		00	06	30
Total					02	90	56
2	LONI KALBHOR		Metalled Road in between V.B. of Kadam Vakvasti & Gat No 2314		00	05	46
			2314		00	08	61
			2315		00	02	25
			2316		00	02	88
			2317		00	00	26
			2320		00	16	31
			2339		00	02	01
			2335		00	08	47
			2336		00	15	76
			2338		00	05	05
			Nala in between Gat No 2338 & 1747/26		00	03	36
			Asphalted Road in between Nala & Gat No 1747/26		00	03	34
			1747	26	00	10	50
			1789	1	00	04	27
			1789	2	00	04	52
			1789	3	00	05	30
			1789	4	00	03	58
			1789	5	00	06	06
			1747	27	00	16	63
			1747	28	00	06	79
			1790		00	04	58
			1747	29	00	09	29
			1791		00	04	98
			Asphalted Road adjacent to Gat No 1791		00	00	98
			Asphalted Road in Gat No 1699		00	00	82

Taluka : HAVELI			District : PUNE		State : MAHARASHTRA		
Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area		
					Hectare	Are	Sq.mt
1	2	3	4	5	6	7	8
2 LONI KALBHOR (Contd.)			1699		00	02	03
			1696		00	10	54
			1694		00	11	68
			1693		00	40	08
			Cart Track in between Gat No 1693 & 1529		00	07	66
			1528		00	02	87
			1527		00	01	91
			1525		00	01	88
			1518		00	02	03
			1517		00	02	46
			1516		00	15	20
			1513		00	11	06
			1504		00	01	46
			1503		00	01	30
			1506		00	01	17
			1505		00	00	25
			1502		00	07	40
			1500		00	04	22
			1499		00	04	58
			1498		00	01	23
			1497		00	03	48
			1496		00	03	04
			1494		00	06	82
			1487	B	00	07	15
			1484		00	04	50
			1482		00	05	72
			1480		00	02	01
			1476		00	03	24
			1475		00	02	38
			1474		00	03	10
			1473		00	02	39
			1472		00	04	59
			1471		00	01	50
			1470		00	10	50
			1464		00	03	23
			1463		00	03	42
			1454		00	03	77
			1452		00	03	42

Taluka : HAVELI			District : PUNE		State : MAHARASHTRA		
Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area		
					Hectare	Are	Sq.mt
1	2	3	4	5	6	7	8
2	LONI KALBHOR (Contd.)		1451		00	03	65
			1449		00	06	41
			1431		00	05	58
			1430		00	03	91
			1429		00	00	63
			1428		00	03	20
			1427		00	03	18
			1426		00	03	08
			1420		00	02	67
			1411		00	01	67
			1410		00	06	20
			1400		00	03	97
			1401		00	00	62
			Canal (Disused) in between Gat No 1401 & 1409		00	09	89
			1409		00	06	91
			1407		00	03	43
			1406		00	04	85
			1405		00	08	83
			1202		00	12	47
			Canal in between Gat No 1202 & 1198		00	25	81
			1198		00	14	01
			1197		00	07	07
			1196		00	07	48
			1194		00	06	73
			1192		00	06	73
			1191		00	04	68
			1190		00	04	65
			1188		00	04	20
			1187		00	04	89
			1186		00	05	01
			1184		00	04	41

Taluka : HAVELI		District : PUNE		State : MAHARASHTRA			
Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area		
					Hectare	Are	Sq.mt
1	2	3	4	5	6	7	8
2	LONI KALBHOR (Contd.)		1180		00	07	02
			1178		00	06	03
			1177		00	06	47
			1176		00	05	31
			1175		00	04	14
			1169		00	03	47
			1168		00	07	86
			1167		00	00	85
			1166		00	01	30
			1165		00	05	72
			1164		00	07	15
			1163		00	32	88
			1060		00	04	78
			1059		00	13	34
			1058		00	06	16
			1057		00	05	18
			1056		00	08	66
			1055		00	05	71
			1054		00	05	13
			Nala in Gat No 1054		00	01	18
			Nala in Gat No 1053		00	07	94
			1053		00	06	12
			1052		00	32	31
			1072		00	04	35
			1071		00	01	15
Total					07	34	36
3	ALANDI (MHATOBACHI)		1188		00	02	70
			1187		00	00	75
			1125		00	44	19
			1123		00	28	41
			1122		00	29	21
			1147		00	11	52
			1120		00	12	64
			1100		00	15	07
			1094		00	09	01
			1092		00	00	02
			1090		00	22	14

Taluka : HAVELI			District : PUNE		State : MAHARASHTRA		
Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area		
					Hectare	Are	Sq.mt
1	2	3	4	5	6	7	8
3	ALANDI (MHATOBACHI) (Cqntd.)		1089		00	27	16
			Metalled Road in between Gat No 1089 & 1084		00	02	13
			1084		00	23	46
			1066		00	11	18
			1065		00	26	43
			1026		00	83	22
			1054		00	13	93
			1055		00	21	87
			938		00	16	86
Total					04	01	90

[No. R-31015/24/2004-O.R.-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 13 जून, 2005

का. आ. 2135.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि महाराष्ट्र राज्य में लोष्णी से पकनी तक हज़ारवाडी के रास्ते पेट्रोलियम उत्पादों के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री. एस. एन. कुन्देत्कर, सक्षम प्राधिकारी, मुम्बई-पुणे पाइपलाइन विस्तार परियोजना (लोष्णी से पकनी तक हज़ारवाडी के रास्ते) हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, मेगा सेंटर, मागरपट्टा, एम वी एन विंग, हादापसर - 411 028, जिला पुणे, महाराष्ट्र को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालूका : उ. सोलापुर		जिल्हा : सोलापुर		राज्य : महाराष्ट्र			
क्रम सं.	गाव का नाम	सर्वे नंबर	गट नंबर	उप-खण्ड सं.	क्षेत्रफल		
					हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6	7	8
1	पकणी		54		00	08	82
			58		00	16	02
			39		00	10	32
			104		00	00	84
			107		00	06	78
			132		00	09	05
			131		00	04	46
			137		00	13	14
			141		00	07	05
			142		00	01	96
			146		00	06	06
			162		00	05	25
					00	89	75

[फा. सं. आर-31015/33/2004-ओ.आर. II]

हरीश कुमार, अवर सचिव

New Delhi, the 13th June, 2005

S. O. 2135.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Loni to Pakni via Hazarwadi in the State of Maharashtra, an extension pipeline should be laid by Hindustan Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule, may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying the pipeline under the land to Shri S.N.Kundetkar, Competent Authority, Mumbai-Pune Pipeline Extension Project (from Loni to Pakni via Hazarwadi), Hindustan Petroleum Corporation Ltd., Mega Center, Magarpatta, M&N Wing, Hadapsar-411028 (Pune District), Maharashtra State.

SCHEDULE

Taluka : N. SOLAPUR			District : SOLAPUR		State : MAHARASHTRA		
Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area		
					Hectare	Are	Sq.mt
1	2	3	4	5	6	7	8
1	PAKNI		54		00	08	82
			58		00	16	02
			39		00	10	32
			104		00	00	84
			107		00	06	78
			132		00	09	05
			131		00	04	46
			137		00	13	14
			141		00	07	05
			142		00	01	96
			146		00	06	06
			162		00	05	25
					00	89	75

[No. R-31015/33/2004-O.R.-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 13 जन, 2005

का. आ. 2136.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 2731 तारीख 26 अक्टूबर 2004, जो भारत के राजपत्र तारीख 30 अक्टूबर, 2004 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में महाराष्ट्र राज्य में लोणी (पुणे) से पकनी (सोलापुर) तक हजारवाडी के रास्ते पेट्रोलियम उत्पादों के परिवहन के लिए विस्तार पाइपलाइन परियोजना के माध्यम से हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन विछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ; और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 4 जनवरी, 2005, को उपलब्ध करा दी गई थीं ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन विछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ; अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन विछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की वजाए, सभी विल्लंगों से मुक्त, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित होगा ;

अनुसूची

तालूका : उ. सोलापुर			जिल्हा : सोलापुर		राज्य : महाराष्ट्र		
क्रम सं.	गाव का नाम	सर्वे नंबर	गट नंबर	उप-खण्ड सं.	क्षेत्रफल		
					हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6	7	8
1	पकणी		गट नंबर 53 और गाँव सीमा विरवडे खुर्द के बीच में गाडी रास्ता		00	00	40
			53		00	26	82
			54		00	06	48
			55		00	07	12
			56		00	08	79
			57		00	16	02
			58		00	00	13
			गट नंबर 57 और 32 के बीच में नंनज नाला		00	11	36
			46		00	27	70
			52		00	20	66
			51		00	15	63
			50		00	00	37
			46		00	00	63
			47		00	29	33
			45		00	20	06
			गट नंबर 45 और 102 के बीच की भूमि		00	04	57
			102		00	11	43
			103		00	08	73
			104		00	03	30
			106		00	06	25
			108		00	34	08
			107		00	09	78
			134		00	09	65
			135		00	04	40
			136		00	07	85
			137		00	16	04
			141		00	00	51
			142		00	02	36

तालूका : उ. सोलापुर			जिल्हा : सोलापुर		राज्य : महाराष्ट्र		
क्रम सं.	गाव का नाम	सर्वे नंबर	गट नंबर	उप-खण्ड सं.	क्षेत्रफल		
					हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6	7	8
1	पकणी (निरंतर)		153		00	00	93
			144		00	11	45
			145		00	21	07
			146		00	10	14
			157		00	17	02
			158		00	20	59
			162		00	14	55
			गट नंबर 162 के बीच में अस्फालटेड रास्ता		00	02	55
कुल					04	08	75

[फा. सं. आर-31015/33/2004-ओ.आर.-II]

हरीश कुमार, अवर सचिव

New Delhi, the 13th June, 2005

S. O. 2136.— Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 2731 dated the 26th October, 2004, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Gazette of India dated the 30th October, 2004, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of petroleum products through Mumbai-Pune Pipeline Extension Project from Loni (Pune) to Pakni (Solapur) (via Hazarwadi) in the State of Maharashtra by Hindustan Petroleum Corporation Limited;

And whereas copies of the said Gazette notification were made available to the public on the 4th January, 2005;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of this declaration, in Hindustan Petroleum Corporation Limited, free from all encumbrances.

SCHEDULE

Taluka : N. SOLAPUR			District : SOLAPUR		State : MAHARASHTRA		
Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area		
					Hectare	Are	Sq.mt
1	2	3	4	5	6	7	8
1	PAKNI		Cart Track in between V.B. of Virvade Khurd & Gat No 53		00	00	40
			53		00	26	82
			54		00	06	48
			55		00	07	12
			56		00	08	79
			57		00	16	02
			58		00	00	13
			Nannaj Nala in Gat No 57 & 32		00	11	36
			46		00	27	70
			52		00	20	66
			51		00	15	63
			50		00	00	37
			46		00	00	63
			47		00	29	33
			45		00	20	06
			Area in between Gat No 45 & 102		00	04	57
			102		00	11	43
			103		00	08	73
			104		00	03	30
			106		00	06	25
			108		00	34	08
			107		00	09	78
			134		00	09	65
			135		00	04	40
			136		00	07	85
			137		00	16	04
			141		00	00	51
			142		00	02	36

Taluka : N. SOLAPUR			District : SOLAPUR		State : MAHARASHTRA		
Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area		
					Hectare	Are	Sq.mt
1	2	3	4	5	6	7	8
1	PAKNI (Contd.)		153		00	00	93
			144		00	11	45
			145		00	21	07
			146		00	10	14
			157		00	17	02
			158		00	20	59
			162		00	14	55
			Asphalted Road in } Gat No 162		00	02	55
Total					04	08	75

[No. R-31015/33/2004-O.R.-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 14 जून, 2005

का. आ. 2137.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मुन्द्रा (गुजरात) से दिल्ली तक पेट्रोलियम उत्पादों के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इस से उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री शिवदत्त गौड़, सक्षम प्राधिकारी, मुन्द्रा-दिल्ली पेट्रोलियम उत्पाद पाइपलाइन, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, डी-7, लालबहादुर नगर (पूर्व), क्लार्क्स आमेर होटल के सामने, जवाहरलाल नेहरू मार्ग, मालवीय नगर, जयपुर-302017(राजस्थान) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : अजमेर		जिला : अजमेर	राज्य : राजस्थान			
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल			
			हेक्टेयर	एयर	वर्ग मीटर	
1	2	3	4	5	6	
1.	सरायना	5517/1 (स.भूमि)	}	0	02	10
		5517/2				
		5518		0	01	00
		5521		0	00	36
		5523		0	00	46
		5533		0	00	41
		5532		0	02	02
		5528		0	00	17
		5539		0	00	71
		5540		0	00	36
		5544		0	00	12
		5446		0	00	20
		5447		0	05	99
		5432		0	00	36
		5433/1	}	0	02	20
		5433/2				
		5421		0	00	18
		5420		0	02	17
		5415 (पी.डब्ल्यू.डी.सड़क)		0	00	27
		5394		0	01	73
		1094		0	00	36
		1091		0	00	71
		1105		0	00	10
		1106		0	01	05
		1107		0	01	05
		1109		0	00	17
		1134		0	00	34
		1128		0	00	04
		1182 (पी.डब्ल्यू.डी.सड़क)		0	00	17
		1183 (पी.डब्ल्यू.डी.सड़क)		0	00	16
		1210		0	01	72
		1224		0	00	20
		1212		0	00	24
		1226		0	00	50
		1225		0	02	54
		1222		0	01	35
		1239		0	01	90
		1243		0	00	19

तहसील : अजमेर		जिला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
1.	सरायना (जारी...)	1279	0	00	25
		1267(स.पाल)	0	01	08
		1287	0	00	95
		1376	0	00	14
		1512	0	00	54
		1514	0	00	76
		1524	0	00	40
		1525	0	00	17
		1526	0	00	31
		1528(स.भूमि)	0	00	22
		1710(स.बरडा)	0	02	49
		1727	0	00	11
		1728	0	04	97
		1732	0	00	52
		1738	0	00	30
		1760	0	00	29
		4652	0	00	95
		4679	0	00	40
		4680	0	00	17
		4681	0	00	33
		4620	0	00	74
		4687	0	00	28
		4694	0	00	08
		4746	0	01	43
		4747	0	01	15
		4784	0	02	39
		4820	0	01	34
		4840(स.बरडा)	0	00	38
		4839	0	01	31
		4848	0	00	58
		4855	0	00	82
		4858	0	00	06
		4859	0	01	33
2.	मियांपुर	25	0	00	31
		17	0	07	20
		16	0	00	20
		28	0	00	56
		27	0	00	58
		66मिन	}	00	97
		66मिन			

तहसील : अजमेर		जिला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
2.	मियांपुर (जारी...)	70	0	01	31
		57(स.बरडा)	0	00	27
		361	0	00	53
		360	0	01	08
		359	0	03	17
		315(स.रास्ता)	0	00	14
		352	0	01	60
		353	0	01	24
		332	0	00	32
		334	0	00	27
		638(स.आबादी)	0	01	97
		601	0	00	44
		557	0	00	18
		556	0	02	06
		554	0	07	06
		551	0	00	54
		550	0	03	72
		549	0	05	04
3.	ककलाना	100	0	05	20
		104	0	07	13
		97	0	07	13
		96	0	03	56
		95	0	03	92
		115	0	08	91
		125	0	02	16
		124	0	00	64
		126	0	01	78
		123	0	01	88
		122	0	03	88
		129	0	01	87
		128	0	11	24
		145	0	02	33
		146	0	09	38
		153	0	00	84
		154	0	12	37
		158	0	01	65
		159	0	05	48
		218	0	01	46
		160	0	10	15
		188(स.रास्ता)	0	00	23

तहसील : अजमेर		जिला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
3. ककलाना (जारी...)					
		191	0	01	19
		203	0	00	37
		469	0	00	15
		469/1			
		469/2			
		466	0	00	14
		457	0	01	14
		442	0	00	16
		441	0	00	16
		430	0	00	07
		556/1600(स.बरडा)	0	00	71
		631	0	00	48
		628	0	00	20
		623	0	00	50
		623/1(स.भूमि)			
		623/2			
		731(स.आबादी)	0	00	74
		723(स.बरडा)	0	04	33
		723मिन			
		1358(स.बरडा)	0	01	52
		1366	0	01	47
		1366/1			
		1366/2			
		1386	0	01	60
		1388	0	00	44
		1389	0	01	06
		1568	0	06	05
		1568/1			
		1568/2			
		1573(स.नाला)	0	03	34
		1575(स.बरडा)	0	00	81
		430(स.बरडा)	0	04	24
		430मिन(गा.पं.आबादी)			
		219/1	0	00	12
		219/2			
		221	0	00	39
		248	0	00	46
		250	0	00	06
		249(स.रास्ता)	0	00	34
		322	0	00	23
4. लक्ष्मीपुरा					

तहसील : अजमेर		जिला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
1	2	3	हेक्टेयर	एयर	वर्ग मीटर
4.	लक्ष्मीपुरा (जारी...)	324	0	00	35
		311	0	00	84
		310	0	00	62
	298मिन(गा.पं.आबादी)	}	0	00	23
	298/1(स.बरडा)				
5.	बलवंता	573(स.बरडा)	0	00	97
		572	0	00	17
		578	0	00	26
		579	0	00	63
	593मिन(स.भूमि)	}	0	00	57
	593मिन				
	592(स.बरडा)	0	00	16	
	652(स.भूमि)	0	00	45	
	2122(स.बरडा)	0	00	25	
	2105	0	00	38	
	1983	0	00	35	
	1981(स.रास्ता)	0	00	30	
	1843(स.बरडा)	0	00	77	
	1867(स.भूमि)	0	01	50	
	1893	0	00	87	
	1896	0	00	54	
	1897	0	00	54	
	1904	0	00	05	
	1905	0	00	45	
	1883	0	00	31	
	1655	0	00	41	
	1658	0	00	37	
	1657	0	00	20	
	1654	0	00	85	
	1606(स.भूमि)	0	00	35	
	1605(स.भूमि)	0	00	16	
	1596	0	00	65	
	1597	0	00	09	
	1564	0	01	26	
6.	जाटिया	1564(स.भूमि)	0	00	69
		1576	0	00	51
		1562(स.रास्ता)	0	00	39
		1559	0	00	13
		1551	0	01	33
		1610	0	00	08

तहसील : अजमेर		जिला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	प्लॉट नं.	क्षेत्रफल		
1	2	3	हेक्टेयर	एकर	वर्ग मीटर
4	5	6			
6. जाटिया (जारी...)					
	1715				
	1715मिन(स.भूमि)		0	00	16
	1715मिन				
	1714		0	00	26
	1706		0	00	48
	1710		0	01	07
	1692(स.भूमि)				
	1692मिन(स.भूमि)		0	00	17
	1669		0	00	05
	1677		0	01	17
	1816		0	00	38
	1857		0	00	63
	1858		0	00	14
	2169		0	00	06
	2173		0	00	61
	2156		0	00	83
	2157		0	00	40
	2154		0	02	80
	2147		0	01	30
	2146		0	01	44
	2045		0	00	04
	2044				
	2044मिन		0	00	15
	2044मिन				
	2042		0	00	48
	2036(स.रास्ता)		0	00	34
	2035		0	00	20
	2034		0	00	41
	2032(स.भूमि)		0	00	31
	2353(स.भूमि)		0	00	80
	2007				
	2007मिन(स.भूमि)		0	00	21
	2007मिन(स.भूमि)				
7. दांता					
	2161		0	00	69
	2162		0	01	03
	2165		0	00	18
	2166		0	00	05
	2042		0	00	68
	2039(स.बरडा)		0	00	40
	2198		0	00	32

तहसील : अजमेर		जिला : अजमेर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
7.	दांता (जारी...)	2199	0	-00	07
		2211	0	00	10
8.	बीर	4644	0	00	12
		4645	0	01	29
		4653	0	00	53
		4655	0	00	20

[फा. सं. आर-31015/74/2004-ओ.आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 14th June, 2005

S. O. 2137.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Mundra (Gujarat) to Delhi, a pipeline should be laid by Hindustan Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule, may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Shivdutt Gaur, Competent Authority, Mundra-Delhi Petroleum Product Pipeline, Hindustan Petroleum Corporation Limited, D-7, Lal Bahadur Nagar (East), Opp. Clarks Amer Hotel, Jawaharlal Nehru Marg, Malviya Nagar, Jaipur – 302017 (Rajasthan)

SCHEDULE

Tehsil : AJMER		District : AJMER		State : RAJASTHAN		
Sr. No.	Name of the Village	Khasara No.	Area			
			Hectare	Are	Sq.mtr.	
1	2	3	4	5	6	
1. SARADHANA		5517/1(C/L)	}	0	02	10
		5517/2				
		5518	0	01	00	
		5521	0	00	36	
		5523	0	00	46	
		5533	0	00	41	
		5532	0	02	02	
		5528	0	00	17	
		5539	0	00	71	
		5540	0	00	36	
		5544	0	00	12	
		5446	0	00	20	
		5447	0	05	99	
		5432	0	00	36	
		5433/1	}	0	02	20
		5433/2				
		5421	0	00	18	
		5420	0	02	17	
		5415(P.W.D. Road)	0	00	27	
		5394	0	01	73	
		1094	0	00	36	
		1091	0	00	71	
		1105	0	00	10	
		1106	0	01	05	
		1107	0	01	05	
		1109	0	00	17	
		1134	0	00	34	
		1128	0	00	04	
		1182(P.W.D. Road)	0	00	17	
		1183(P.W.D. Road)	0	00	16	
		1210	0	01	72	
		1224	0	00	20	
		1212	0	00	24	
	1226	0	00	50		
	1225	0	02	54		
	1222	0	01	35		
	1239	0	01	90		
	1243	0	00	19		

Tehsil : AJMER		District : AJMER		State : RAJASTHAN	
Sr. No.	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1. SARADHANA (Contd...)		1279	0	00	25
		1267(G/L Pal)	0	01	08
		1287	0	00	95
		1376	0	00	14
		1512	0	00	54
		1514	0	00	76
		1524	0	00	40
		1525	0	00	17
		1526	0	00	31
		1528(G/L)	0	00	22
		1710(G/L Barda)	0	02	49
		1727	0	00	11
		1728	0	04	97
		1732	0	00	52
		1738	0	00	30
		1760	0	00	29
		4652	0	00	95
		4679	0	00	40
		4680	0	00	17
		4681	0	00	33
		4620	0	00	74
		4687	0	00	28
		4694	0	00	08
		4746	0	01	43
		4747	0	01	15
		4784	0	02	39
		4820	0	01	34
		4840(G/L Barda)	0	00	38
		4839	0	01	31
		4848	0	00	58
		4855	0	00	82
		4858	0	00	06
		4859	0	01	33
2. MIYANPUR		25	0	00	31
		17	0	07	20
		16	0	00	20
		28	0	00	56
		27	0	00	58
		66Min	}	00	97
		66Min			

Tehsil : AJMER		District : AJMER		State : RAJASTHAN	
Sr. No.	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
2. MIYANPUR (Contd...)					
		70	0	01	31
		57(G/L Barda)	0	00	27
		361	0	00	53
		360	0	01	08
		359	0	03	17
		315(G/L Cart Track)	0	00	14
		352	0	01	60
		353	0	01	24
		332	0	00	32
		334	0	00	27
		638(G/L Abadi)	0	01	97
		601	0	00	44
		557	0	00	18
		556	0	02	06
		554	0	07	06
		551	0	00	54
		550	0	03	72
		549	0	05	04
3. KAKLANA					
		100	0	05	20
		104	0	07	13
		97	0	07	13
		96	0	03	56
		95	0	03	92
		115	0	08	91
		125	0	02	16
		124	0	00	64
		126	0	01	78
		123	0	01	88
		122	0	03	88
		129	0	01	87
		128	0	11	24
		145	0	02	33
		146	0	09	38
		153	0	00	84
		154	0	12	37
		158	0	01	65
		159	0	05	48
		218	0	01	46
		160	0	10	15
		188(G/L Cart Track)	0	00	23

Tehsil : AJMER		District : AJMER		State : RAJASTHAN		
Sr. No.	Name of the Village	Khasara No.	Area			
			Hectare	Are	Sq.mtr.	
1	2	3	4	5	6	
3. KAKLANA (Contd...)		191	0	01	19	
		203	0	00	37	
		469	}	00	15	
		469/1				
		469/2				
		466	0	00	14	
		457	0	01	14	
		442	0	00	16	
		441	0	00	16	
		438	0	00	07	
		556/1600(G/L Barda)	0	00	71	
		631	0	00	48	
		628	0	00	20	
		623	}	00	50	
		623/1(G/L)				
		623/2				
		731(G/L Abadi)	0	00	74	
		723(G/L Barda)	}	04	33	
		723Min				
		1358(G/L Barda)	0	01	52	
		1366	}	01	47	
		1366/1				
		1366/2				
		1386	0	01	60	
		1388	0	00	44	
		1389	0	01	06	
		1568	}	06	05	
		1568/1				
		1568/2				
		1573(G/L Nala)	0	03	34	
		1575(G/L Barda)	0	00	81	
	4. LACHHIPURA	430(G/L Barda)	}	04	24	
		430Min(G/P Abadi)				
		219/1	}	00	12	
		219/2				
		221	0	00	39	
248		0	00	46		
250		0	00	06		
249(G/L Cart Track)		0	00	34		
322		0	00	23		

Tehsil : AJMER		District : AJMER		State : RAJASTHAN		
Sr. No.	Name of the Village	Khasara No.	Area			
			Hectare	Are	Sq.mtr.	
1	2	3	4	5	6	
4.	LACHHIPURA (Contd...)	324	0	00	35	
		311	0	00	84	
		310	0	00	62	
		298Min(G/P Abadi)	}	0	00	23
298/1(G/L Barda)						
5.	BALVANTA	573(G/L Barda)	0	00	97	
		572	0	00	17	
		578	0	00	26	
		579	0	00	63	
		593Min(G/L)	}	0	00	57
		593Min				
		592(G/L Barda)	0	00	16	
		652(G/L)	0	00	45	
		2122(G/L Barda)	0	00	25	
		2105	0	00	38	
		1983	0	00	35	
		1981(G/L Cart Track)	0	00	30	
		1843(G/L Barda)	0	00	77	
		1867(G/L)	0	01	50	
		1893	0	00	87	
		1896	0	00	54	
		1897	0	00	54	
		1904	0	00	05	
		1905	0	00	45	
		1883	0	00	31	
		1655	0	00	41	
		1658	0	00	37	
		1657	0	00	20	
		1654	0	00	85	
		1606(G/L)	0	00	35	
		1605(G/L)	0	00	16	
		1596	0	00	65	
		1597	0	00	09	
		1564	0	01	26	
6.	JATIYA	1564(G/L)	0	00	69	
		1576	0	00	51	
		1562(G/L Cart Track)	0	00	39	
		1559	0	00	13	
		1551	0	01	33	
		1610	0	00	08	

Tehsil : AJMER		District : AJMER		State : RAJASTHAN		
Sr. No.	Name of the Village	Khasara No.	Area			
			Hectare	Are	Sq.mtr.	
1	2	3	4	5	6	
6. JATIYA (Contd...)						
		1715	}	0	00	16
		1715Min(G/L)				
		1715Min				
		1714		0	00	26
		1706		0	00	48
		1710		0	01	07
		1692(G/L)	}	0	00	17
		1692Min(G/L)				
		1669		0	00	05
		1677		0	01	17
		1816		0	00	38
		1857		0	00	63
		1858		0	00	14
		2169		0	00	06
		2173		0	00	61
		2156		0	00	83
		2157		0	00	40
		2154		0	02	80
		2147		0	01	30
		2146		0	01	44
		2045		0	00	04
		2044	}	0	00	15
		2044Min				
		2044Min				
		2042		0	00	48
		2036(G/L Cart Track)		0	00	34
		2035		0	00	20
		2034		0	00	41
		2032(G/L)		0	00	31
		2353(G/L)		0	00	80
		2007	}	0	00	21
		2007Min(G/L)				
		2007Min(G/L)				
7. DANTA						
		2161		0	00	69
		2162		0	01	03
		2165		0	00	18
		2166		0	00	05
		2042		0	00	68
		2039(G/L Barda)		0	00	40
		2198		0	00	32

Tehsil : AJMER		District : AJMER		State : RAJASTHAN	
Sr. No.	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
7. DANTA (Contd...)		2199	0	00	07
		2211	0	00	10
8. BEER		4644	0	00	12
		4645	0	01	29
		4653	0	00	53
		4655	0	00	20

[No. R-31015/74/2004-O.R.-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 14 जून, 2005

का. आ. 2138.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मुन्द्रा (गुजरात) से दिल्ली तक पेट्रोलियम उत्पादों के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री शिवदत्त गौड़, सक्षम प्राधिकारी, मुन्द्रा-दिल्ली पेट्रोलियम उत्पाद पाइपलाइन, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, डी-7 लालबहादुर नगर (पूर्व), क्लार्क्स आमेर होटल के सामने, जवाहरलाल नेहरू मार्ग, मालवीय नगर, जयपुर-302017(राजस्थान) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : रायपुर		जिला : पाली	राज्य : राजस्थान		
क्र.सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
1.	चावण्डीया खुर्द	521	0	04	67
		520	0	00	95
		520/1			
		519(स.वाली)	0	00	10
		518	0	00	28
		540	0	02	08
		540/1			
		525(स.चारागाह)	0	00	37
		524	0	00	15
		502(स.रास्ता)	0	01	58
		462(स.रास्ता)	0	00	08
		407(स.भूमि)	0	01	62
		390	0	01	95
		389	0	00	55
		388	0	00	04
		373	0	01	91
		372	0	00	32
		339	0	00	17
		340	0	00	38
		330(स.वाली)	0	00	18
		328	0	00	24
		327	0	01	37
		288(स.वाली)	0	01	63
		297	0	07	11
		301	0	00	98
2.	खीवल	2751(स.थरड़ा)	0	02	75
		2749	0	00	96
		2750	0	04	19
		2746	0	07	30
		2736	0	00	37
		2729(स.वाली)	0	00	66
		2602	0	01	82
		2603(स.वाली)	0	00	11
		2618	0	04	74
		2626	0	04	22
		2632	0	00	89
		2644	0	01	79
		2643	0	01	00

तहसील : रायपुर		जिला : पाली	राज्य : राजस्थान		
क्रम	गोंव का नाम	असरा सं.	क्षेत्रफल		
सं.			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
2.	खीवल (जारी...)	2656	0	01	02
		2660(स.रास्ता)	0	01	06
		2516	0	00	91
		2514	0	00	91
		2511	0	01	04
		2509	0	01	12
		2512	0	00	61
3.	मोहरा खुर्द	119(स.भूमि)	0	02	14
		117	0	03	56
		110(स.वाली)	0	00	20
		20	0	01	28
		15	0	00	91
		23	0	00	12
		14(स.वाली)	0	00	09
		12	0	01	21
		1	0	03	75
4.	लवाचा	268(स.भूमि)	0	00	94
		252	0	00	82
		236	0	00	12
		237	0	03	30
		220/1	0	00	20
		45	0	29	85
		38	0	00	92
		39	0	00	34
		68मिन	0	00	87
5.	दीपावास	40	0	03	11
		64(स.नदी)	0	05	65
		474/64/1	0	14	63
		489/64	0	00	20
		467/64	0	21	67
		286	0	00	18
		294	0	00	72
		131	0	01	51
		130	0	04	79
		138	0	02	18
		135	0	00	05
		139	0	00	46
		142	0	00	36
		149	0	01	18
		151	0	00	86

तहसील : रायपुर		जिला : पाली	राज्य : राजस्थान		
क्रम	गौव का नाम	खसरा सं.	क्षेत्रफल		
सं.			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
5.	दीपावास (जारी...)	161मिन01	0	01	57
		161मिन02			
		170(स.भूमि)	0	05	11
		174(स.भूमि)	0	05	79
		175	0	00	13
6.	रायपुर	1025(स.पहाड़)	0	00	86
		1021	0	01	69
		1017	0	02	26
7.	मेगदड़ा	60	0	00	13
		27	0	00	19
		30	0	00	24
		31	0	00	84
		21	0	04	11
		23	0	00	31
		1	0	00	52
		2	0	02	58
8.	माकडवाली	33	0	03	48
		34	0	00	10
		36	0	01	90
		49	0	00	09
		54	0	00	90
		56	0	00	99
		62	0	01	04
		70	0	01	13
		78	0	00	42
		79	0	00	56
9.	बर	592	0	01	65
		598	0	00	18
		685	0	01	30
		682	0	00	51
		709	0	01	00
		738मिन	0	01	62
		111/2	0	01	71
		114	0	00	50
		115	0	00	28
		145(स.रास्ता)	0	00	46
		148	0	00	22
		147	0	00	61
		152	0	00	86

तहसील : रायपुर		जिला : पाली	राज्य : राजस्थान		
क्रम	गँव का नाम	असरा सं.	क्षेत्रफल		
सं.			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
9.	बर (जारी...)	237	0	01	29
		257	0	01	51
		262	0	00	39
		277	0	00	49
		279	0	00	09
		295(पी.डब्ल्यू.डी.सड़क)	0	00	41
10.	बिराटिया कलां	1019	0	01	36
		1005	0	00	25
		1001	0	00	10
		976	0	00	95
		971(स.रास्ता)	0	00	17
		968(स.रास्ता)	0	00	25
		932मिन0	}	02	11
		932मिन01			
		922	0	13	31
		928	0	00	31
		835	0	00	48
11.	बिराटिया सुर्द	750	0	02	00
		701	0	00	17
		695	0	01	81
		53	0	10	77
		56	0	00	09
		55(स.रास्ता)	0	00	96
		69	0	01	03
		86	0	02	66
		230	0	04	06
		228(स.वाली)	0	07	11
		118	0	01	88
		122	0	00	28
		123	0	00	60
		124	0	00	08
		206/2132	0	00	20
		205(स.वाली)	0	00	33
		200	0	02	36
		201	0	03	05
		191(स.वाली)	0	00	07
		188	0	05	22
		291	0	00	20
		290	0	00	23
		289	0	00	21

6

तहसील : रायपुर जिला : पाली राज्य : राजस्थान					
क्रम	गाँव का नाम	खसरा सं.	क्षेत्रफल		
सं.			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
11. बिराटिया खुर्द (जारी...)		293	0	00	50
		294	0	01	85
		310(स.वाली)	0	00	71
		311	0	00	84
		317	0	05	70
		316(स.चट्टान)	0	02	74
		315	0	00	84
		272	0	08	23
12. गिरी		1333	0	02	13
		1339(स.रास्ता)	0	01	34
		1298	0	01	51
		1295	0	03	32
		1276	0	00	26
		1279	0	00	37
		1372(स.नदी)	0	00	49
		1376(स.थरड़ा)	0	01	22
		1402	0	15	95
		1421	0	01	00
		1198(स.रास्ता)	0	00	11
		1458	0	02	40
		1139	0	00	47
		1140(स.नदी)	0	00	81
		1141	0	00	17
		1142	0	01	52
		926(स.रास्ता)	0	00	45
		906	0	01	02
		312(स.नदी)	0	04	34
		248(स.नदी)	0	15	82
		270	0	03	54
		271	0	00	72
		285	0	00	34
		286	0	02	25
		287	0	01	79
		313(स.रास्ता)	0	03	51
13. नारपुरा		489	0	03	41
		482	0	00	16
		481	0	00	78
		474	0	00	73
		475	0	02	42

तहसील : रायपुर		जिला : पाली	राज्य : राजस्थान		
क्रम	गौध का नाम	जसरा सं.	क्षेत्रफल		
सं.			हेक्टर	एकर	वर्ग मीटर
1	2	3	4	5	6
13. नारपुर (जारी...)	466	466/1	0	00	79
	462		0	01	05
	436		0	00	89
	455		0	00	36
	437		0	06	20
	448/6		0	01	00
	448/7		0	00	50
	422/3		0	02	79
	401		0	00	53
	391(स.नदी)		0	00	42
14. रामावास	470		0	00	58
	468		0	00	75
	476		0	00	18
	479(स.भूमि)		0	01	00
	401(स.रास्ता)		0	00	42
15. बाबरा	1870(स.पहाड़)		0	03	65
	1871		0	03	27
	1805		0	01	29
	1800(स.वाला)		0	01	11
	1732		0	01	19
	1731		0	01	69
	1739		0	02	08
	1743		0	00	14
	1747		0	00	43
	1770		0	27	75
	1753		0	00	26
	1754		0	00	03
	1765		0	03	30
	1764		0	01	00
	1756		0	02	18
	2227		0	03	12
	2232		0	03	00
	2235		0	00	80
	2239(स.रास्ता)		0	00	56
	2244		0	01	03
	2266		0	00	80
	2269		0	01	94
	2271		0	01	51
	2272(स.रास्ता)		0	00	89

तहसील : रायपुर		जिला : पाली	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
1	2	3	हेक्टेयर	एयर	वर्ग मीटर
16. गोपालपुरा		1686	0	01	89
		1685	0	02	65
		1683(स.पहाड़)	0	00	44
		1644	0	02	49
		1696(स.वि.पहाड़)	0	93	74
		1701(स.चारागाह)	0	02	65
		1699(स.वाला)	0	03	23
		1698	0	01	25
		1712	0	01	72
17. रामगढ		905	0	00	40
		789	0	00	24
		793	0	00	32
		816	0	00	81
		795	0	01	88
		798	0	04	19
		804	0	02	55
		803	0	00	40
		668	0	00	30
		679	0	03	94
		667	0	00	71
		669	0	00	66
18. कोलपुरा		2612	0	02	74
		2623(स.वाला)	0	01	21
		702	0	02	08
		710(स.पहाड़)	0	00	91
		786	0	00	20
19. मोहरा		44(स.भूमि)	0	03	60
		18	0	01	51
		29	0	03	25
		30(स.पहाड़)	0	01	22
		32(स.पहाड़)	0	07	68
		133/1	0	01	00
		136	0	00	50
		140(स.वाला)	0	00	19
		146(स.पहाड़)	0	07	68
		150	0	06	44
20. सुमेल		405	0	00	81
		372	0	00	32
		381	0	00	28
		382	0	00	27
		1510(स.भाकर)	1	14	65

तहसील : रायपुर		जिला : पाली	खण्ड : रायपुर		
क्रम सं.	गाँव का नाम	कसरा नं.	क्षेत्रफल		
1	2	3	हेक्टेयर	एकर	वर्ग मीटर
20. सुनेल (जारी...)		1057(स.चायगाह)	0	05	35
		1079	0	03	14
		1068	0	00	18
		1063	0	00	93
		1064	0	00	40
		1059(स.भूमि)	0	00	11
		1055	0	04	67
21. बाहरगढ		1042(स.चायगाह)	0	09	78
		1379(स.भाकर)	0	02	67

[फ.सं. आर-31015/51/2004-ओ.आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 14th June, 2005

S. O. 2138.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Mundra (Gujarat) to Delhi, a pipeline should be laid by Hindustan Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule, may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Shivdutt Gaur, Competent Authority, Mundra-Delhi Petroleum Product Pipeline, Hindustan Petroleum Corporation Limited, D-7, Lal Bahadur Nagar (East), Opp. Clarks Amer Hotel, Jawaharlal Nehru Marg, Malviya Nagar, Jaipur - 302017 (Rajasthan).

SCHEDULE

Tehsil : RAIPUR		District : PALI		State : RAJASTHAN		
Sr. No.	Name of the Village	Khasara No.	Area			
			Hectare	Are	Sq.mtr.	
1	2	3	4	5	6	
1.	CHAVANDIYA KHURD	521	0	04	67	
		520	}	00	95	
		520/1				
		519(G/L Nala)	0	00	10	
		518	0	00	28	
		540	}	02	08	
		540/1				
		525(G/L Pasture)	0	00	37	
		524	0	00	15	
		502(G/L Cart Track)	0	01	58	
		462(G/L Cart Track)	0	00	08	
		407(G/L)	0	01	62	
		390	0	01	95	
		389	0	00	55	
		388	0	00	04	
		373	0	01	91	
		372	0	00	82	
		339	0	00	17	
		340	0	00	38	
		330(G/L Nala)	0	00	18	
		328	0	00	24	
		327	0	01	37	
		288(G/L Nala)	0	01	63	
		297	0	07	11	
		301	0	00	98	
	2.	KHEEWAL	2751(G/L Tharda)	0	02	75
			2749	0	00	96
			2750	0	04	19
			2746	0	07	30
			2736	0	00	37
			2729(G/L Nala)	0	00	66
		2602	0	01	82	
		2603(G/L Nala)	0	00	11	
		2618	0	04	74	
		2626	0	04	22	
		2632	0	00	89	
		2644	0	01	79	
		2643	0	01	00	

Tehsil : RAIPUR		District : PALI	State : RAJASTHAN				
Sr. No.	Name of the Village	Khasara No.	Area				
			Hectare	Are	Sq.mtr.		
1	2	3	4	5	6		
2.	KHEEWAL (Contd...)	2656	0	01	02		
		2660(G/L Cart Track)	0	01	06		
		2516	0	00	91		
		2514	0	00	91		
		2511	0	01	04		
		2509	0	01	12		
		2512	0	00	31		
3.	MOHRA KHURD	119(G/L)	0	02	14		
		117	0	03	56		
		110(G/L Nala)	0	00	20		
		20	0	01	28		
		15	0	00	91		
		23	0	00	12		
		14(G/L Nala)	0	00	09		
		12	0	01	21		
		1	0	03	75		
		4.	LAWACHA	268(G/L)	0	00	94
				252	0	00	82
				236	0	00	12
237	0			03	30		
220/1	0			00	20		
45	0			29	85		
38	0			00	92		
39	0			00	34		
68Min	0			00	87		
5.	DEEPAWAS			40	0	03	11
		64(G/L River)	0	05	65		
		474/64/1	0	14	63		
		489/64	0	00	20		
		467/64	0	21	67		
		286	0	00	18		
		294	0	00	72		
		131	0	01	51		
		130	0	04	79		
		138	0	02	18		
		135	0	00	05		
		139	0	00	46		
		142	0	00	36		
		149	0	01	18		
		151	0	00	86		

Tehsil : RAIPUR		District : PALI	State : RAJASTHAN				
Sr. No.	Name of the Village	Khasara No.	Area				
			Hectare	Are	Sq.mtr.		
1	2	3	4	5	6		
5. DEEPAWAS (Contd...)		161Min01	}	0	01	57	
		161Min02					
		170(G/L)		0	05	11	
		174(G/L)		0	05	79	
		175		0	00	13	
6. RAIPUR		1025(G/L Pahad)		0	00	86	
		1021		0	01	69	
		1017		0	02	26	
7. MEGDARA		60		0	00	13	
		27		0	00	19	
		30		0	00	24	
		31		0	00	84	
		21		0	04	11	
		23		0	00	31	
		1		0	00	52	
		2		0	02	58	
	8. MAKARWALI		33		0	03	48
			34		0	00	10
			36		0	01	90
			49		0	00	09
			54		0	00	90
			56		0	00	99
			62		0	01	04
		70		0	01	13	
		78		0	00	42	
		79		0	00	56	
9. BAR		592		0	01	65	
		598		0	00	18	
		685		0	01	30	
		682		0	00	51	
		709		0	01	00	
		738Min		0	01	62	
		111/2		0	01	71	
		114		0	00	50	
		115		0	00	28	
		145(G/L Cart Track)		0	00	46	
		148		0	00	22	
		147		0	00	61	
		152		0	00	86	

Tehsil : RAIPUR		District : PALI		State : RAJASTHAN	
Sr. No.	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
9. BAR (Contd...)		237	0	01	29
		257	0	01	51
		262	0	00	39
		277	0	00	49
		279	0	00	09
		295(P.W.D. Road)	0	00	41
10. BIRATIYA KALAN		1019	0	01	36
		1005	0	00	25
		1001	0	00	10
		976	0	00	95
		971(G/L Cart Track)	0	00	17
		968(G/L Cart Track)	0	00	25
		932Min0	}	02	11
		932Min01			
		922	0	13	31
		928	0	00	31
11. BIRATIYA KHURD		835	0	00	48
		750	0	02	00
		701	0	00	17
		695	0	01	81
		53	0	10	77
		56	0	00	09
		55(G/L Cart Track)	0	00	96
		69	0	01	03
		86	0	02	66
		230	0	04	06
		228(G/L Nala)	0	07	11
		118	0	01	88
		122	0	00	28
		123	0	00	60
		124	0	00	08
		206/2132	0	00	20
		205(G/L Nala)	0	00	33
		200	0	02	36
		201	0	03	05
		191(G/L Nala)	0	00	07
		188	0	05	22
		291	0	00	20
		290	0	00	23
		289	0	00	21

Tehsil : RAIPUR		District : PALI	State : RAJASTHAN			
Sr. No.	Name of the Village	Khasara No.	Area			
			Hectare	Are	Sq.mtr.	
1	2	3	4	5	6	
11. BIRATIYA KHURD (Contd...)		293	0	00	50	
		294	0	01	85	
		310(G/L Nala)	0	00	71	
		311	0	00	84	
		317	0	05	70	
		316(G/L Rock)	0	02	74	
		315	0	00	84	
		272	0	08	23	
	12. GIRI		1338	0	02	13
			1339 (G/L Cart Track)	0	01	34
			1298	0	01	51
			1295	0	03	32
			1276	0	00	26
			1279	0	00	37
			1372(G/L River)	0	00	49
		1376(G/L Tharda)	0	01	22	
		1402	0	15	95	
		1421	0	01	00	
		1198(G/L Cart Track)	0	00	11	
		1458	0	02	40	
		1139	0	00	47	
		1140(G/L River)	0	00	81	
		1141	0	00	17	
	1142	0	01	52		
	926(G/L Cart Track)	0	00	45		
	906	0	01	02		
	312(G/L River)	0	04	34		
	248(G/L River)	0	15	82		
	270	0	03	54		
	271	0	00	72		
	285	0	00	34		
	286	0	02	25		
	287	0	01	79		
	313(G/L Cart Track)	0	03	51		
13. NARPURA		489	0	03	41	
		482	0	00	16	
		481	0	00	78	
		474	0	00	73	
		475	0	02	42	

Tehsil : RAIPUR		District : PALI		State : RAJASTHAN		
Sr. No.	Name of the Village	Khasara No.	Area			
			Hectare	Are	Sq.mtr.	
1	2	3	4	5	6	
13. NARPURA (Contd...)		466	}	0	00	79
		466/1				
		462	0	01	05	
		436	0	00	89	
		455	0	00	36	
		437	0	06	20	
		448/6	0	01	00	
		448/7	0	00	50	
		422/3	0	02	79	
		401	0	00	53	
		391(G/L River)	0	00	42	
14. RAMAWAS		470	0	00	58	
		468	0	00	75	
		476	0	00	18	
		479(G/L)	0	01	00	
15. BABRA		401(G/L Cart Track)	0	00	42	
		1870(G/L Pahad)	0	03	65	
		1871	0	03	27	
		1805	0	01	29	
		1800(G/L Nala)	0	01	11	
		1732	0	01	19	
		1731	0	01	69	
		1739	0	02	08	
		1743	0	00	14	
		1747	0	00	43	
		1770	0	27	75	
		1753	0	00	26	
		1754	0	00	00	
		1765	0	03	30	
		1764	0	01	00	
		1756	0	02	18	
		2227	0	03	12	
		2232	0	03	00	
		2235	0	00	80	
		2239(G/L Cart Track)	0	00	56	
		2244	0	01	03	
		2266	0	00	80	
		2269	0	01	94	
		2271	0	01	51	
		2272(G/L Cart Track)	0	00	89	

Tehsil : RAIPUR		District : PALI		State : RAJASTHAN		
Sr. No.	Name of the Village	Khasara No.	Area			
			Hectare	Are	Sq.mtr.	
1	2	3	4	5	6	
16. GOPALPURA		1686	0	01	89	
		1685	0	02	65	
		1683(G/L Pahad)	0	00	44	
		1644	0	02	49	
		1696(Forest Deptt. Pahad)	0	93	74	
		1701(G/L Pasture)	0	02	65	
		1699(G/L Nala)	0	03	23	
		1698	0	01	25	
		1712	0	01	72	
	17. RAMGARH		905	0	00	40
		789	0	00	24	
		793	0	00	32	
		816	0	00	81	
		795	0	01	88	
		798	0	04	19	
		804	0	02	55	
		803	0	00	40	
		668	0	00	30	
		679	0	03	94	
		667	0	00	71	
		669	0	00	66	
18. KOLPURA			2612	0	02	74
			2623(G/L Nala)	0	01	21
			702	0	02	08
		710(G/L Pahad)	0	00	91	
		786	0	00	20	
19. MOHARA		44(G/L)	0	03	60	
		18	0	01	51	
		29	0	03	25	
		30(G/L Pahad)	0	01	22	
		32(G/L Pahad)	0	07	68	
		133/1	0	01	00	
		136	0	00	50	
		140(G/L Nala)	0	00	19	
		146(G/L Pahad)	0	07	68	
		150	0	06	44	
20. SUMEL		405	0	00	81	
		372	0	00	32	
		381	0	00	28	
		382	0	00	27	
		1510(G/L Bhakar)	1	14	65	

Tehsil : RAIPUR		District : PALI	State : RAJASTHAN		
Sr. No.	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
20. SUMEL (Contd...)		1057(G/L Pasture)	0	05	35
		1079	0	03	14
		1088	0	00	18
		1063	0	00	93
		1064	0	00	40
		1059(G/L)	0	00	11
		1055	0	04	67
21. NAHARGARH		1042(G/L Pasture)	0	09	78
		1379(G/L Bhakar)	0	02	67

[No. R-31015/51/2004-O.R.-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 15 जून, 2005

का. आ. 2139.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मुन्द्रा से दिल्ली तक पेट्रोलियम उत्पादों के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उक्त भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3, की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिनों के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार का अर्जन सम्बन्ध में श्री एफ. ए. बाबी, सक्षम प्राधिकारी, मुन्द्रा-दिल्ली पेट्रोलियम उत्पाद पाइपलाइन परियोजना, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, एच.पी.सी.एल., कंडला टर्मिनल -2, बंगलो -1, खारी रोहर, गांधीग्राम-370 240, कच्छ, (गुजरात) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालूका : काकरज		जिला : बनावसकाव		राज्य : गुजरात		
क्र. सं.	गाँव का नाम	खसरा सं.	उप खण्ड सं.	क्षेत्रफल		
				हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6	7
1.	मांडला	591	पी1	0	25	89
2.	बाना जामपुर	146	पी2	0	26	01
3.	आंगनवाडा	201	1	0	07	48
		201	2	0	00	20
4.	लक्ष्मीपुरा	115		0	00	70
		146		0	01	69
5.	कम्बोड़	116		0	01	54
6.	रानेर	1148	पी1	0	00	79
		1149		0	04	60
		1135		0	00	50
		1136		0	19	34
		1120		0	02	36
		1119		0	22	07
		1117		0	11	45
		1112		0	17	93
		1113	पी1	0	05	82
		1078		0	10	93
		1077	पी1	0	18	53
		684	पी1	0	15	10
		696	पी2	0	21	38
		695		0	15	67
		698		0	16	67
		699	1पी1	0	09	26
		699	3	0	09	26
		699	4पी4	0	12	11
		699	2पी2	0	10	98
		706		0	17	10
		705		0	00	28
		709		0	15	96
		710		0	18	88
	रास्ता संख्या 710			0	00	10
	और 715 के बीच में					
		715		0	22	95
		716		0	11	40
		617	पी1	0	12	82
		616		0	17	82

तालुका : काकरेज		जिला : बनावसकास		राज्य : गुजरात		
क्रम सं.	जॉय का नाम	खसरा सं.	उप खण्ड सं.	क्षेत्रफल		
1	2	3	4	हेक्टेयर	एकर	वर्ग मीटर
6.	राबेर (खारी...)	615	1	0	06	55
		602		0	02	35
		607		0	13	54
		604		0	19	24
		605		0	40	62

[फा. सं. आर-31015/38/2004-ओ.आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 16th June, 2005

S. O. 2139.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Mundra to Delhi, a pipeline should be laid by Hindustan Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule, may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri. F. A. Babi, Competent Authority, Mundra-Delhi Petroleum Product Pipeline Project, Hindustan Petroleum Corporation Limited, HPCL Kandla Terminal-2, Bungalow No.-1, Khari Rohar, Gandhidham -370 240, Kutch (Gujarat).

SCHEDULE

Taluk : KANKREJ		District : BANASKANTHA		State : GUJARAT		
Sr. No.	Name of Village	Survey no.	Sub-Division No.	Area		
				Hectare	Are	Sq.mtr.
1	2	3	4	5	6	7
1.	MANDLA	591	P1	0	25	89
2.	NANA JAMPUR	146	P2	0	26	01
3.	ANGANWADA	201	1	0	07	48
		201	2	0	00	20
4.	LAXMIPURA	115		0	00	70
		146	1	0	01	69
5.	KAMBOI	116		0	01	54
6.	RANER	1148	P1	0	00	79
		1149		0	04	60
		1135		0	00	50
		1136		0	19	34
		1120		0	02	36
		1119		0	22	07
		1117		0	11	45
		1112		0	17	93
		1113	P1	0	05	32
		1078		0	10	93
		1077	P1	0	18	53
		684	P1	0	15	10
		696	P2	0	21	38
		695		0	15	67
		698		0	16	67
		699	1P1	0	09	26
		699	3	0	09	26
		699	4P4	0	12	11
		699	2P2	0	10	98
		706		0	17	10
		705		0	00	28
		709		0	15	96
		710		0	18	88
		Cart track in between survey no.710&715		0	00	10
		715		0	22	95
		716		0	11	40
		617	P1	0	12	82
		616		0	17	82

Taluk : KANKREJ District : BANASKANTHA State : GUJARAT						
Sr. No.	Name of Village	Survey no.	Sub-Division No.	Area		
				Hectare	Are	Sq.mtr.
1	2	3	4	5	6	7
6.	RANER (Contd...)	615	1	0	06	55
		602		0	02	35
		607		0	13	54
		604		0	19	24
		605		0	40	62

[No. R-31015/38/2004-O.R.-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 16 जून, 2005

शुद्धिपत्र

का. आ. 2140.— भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 3147, तारीख 7 दिसम्बर, 2004 में, जो भारत के राजपत्र, भाग II, खण्ड 3, उपखण्ड (ii) तारीख 11 दिसम्बर, 2004 को प्रकाशित हुई थी के पृष्ठों 9405 तथा 9406, स्तम्भ 2, क्रम संख्या 3 में “सीतारामपुरा” शब्द के स्थान पर “सीतापुरा” पढ़ें।

[फा. सं. आर-31015/54/2004-ओ.आर.-II]
हरीश कुमार, अवर सचिव

New Delhi, the 18th June, 2005

Amendment

S. O. 2140.— In the notification of the Government of India, in the Ministry of Petroleum and Natural Gas number S.O. 3147 dated the 7th December, 2004 published in the Gazette of India, Part II, Section 3, Sub-section (ii) dated the 11th December, 2004 at pages 9413 and 9414 under column 2, S.No.3 for the word “SITARAMPURA” read “SITAPURA”.

[No. R-31015/54/2004-O.R.-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 10 जून, 2005

का. आ. 2141.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी और भारत के राजपत्र में प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का० आ० 560 तारीख 15 फरवरी, 2005 द्वारा उड़ीसा राज्य में पारादीप से पश्चिमी बंगाल राज्य में हल्दिया तक इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा कच्चे तेल के परिवहन के लिए पाइपलाइन विछाने के प्रयोजन हेतु उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी।

और, उक्त राजपत्र अधिसूचना की प्रतियाँ जनता की तारीख 13-4-2005 को उपलब्ध करा दी गई थी।

और उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना है।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, घोषणा करती है कि इस अधिसूचना की अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार पाइपलाइनें विछाए जाने हेतु अर्जित किया जाता है।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि के उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाय सभी विल्लंगमों से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

पुलिस थाना : एगरा		जिला : पूर्व मिदनापुर		राज्य : पश्चिमी बंगाल	
गाँव का नाम	अधिकारिता सूचि संख्या	प्लॉट संख्या	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
(1)	(2)	(3)	(4)	(5)	(6)
पानिपारुल	203	538	00	03	78
		539	00	03	06
		540	00	00	20
		542	00	00	20
		543	00	07	94
		550	00	09	86
		551	00	11	70
		563	00	06	12
		564	00	03	31
		565	00	01	39
		566	00	00	30
		609	00	00	35
		610	00	06	59
		611	00	06	13
		612	00	09	52
		621	00	03	29
		623	00	02	32
		624	00	02	95
		636	00	05	52
		640	00	18	63
		642	00	16	33
		647	00	07	55
		650	00	12	34
		655	00	00	50
		657	00	02	61
		659	00	00	20

(1)	(2)	(3)	(4)	(5)	(6)
		735	00	00	20
		745	00	04	17
		750	00	03	83
		751	00	02	24
		752	00	00	83
		754	00	01	64
		755	00	06	89
		784	00	06	56
		790	00	02	57
		791	00	02	05
		792	00	02	35
		793	00	00	91
		808	00	00	02
		1273	00	00	03
		1274	00	03	42
		2794	00	01	31
		2795	00	08	17
		2795/8973	00	01	84
		745/8901	00	03	05
		794/8911	00	01	16
		8881	00	06	82
		8891	00	00	20
		8893	00	05	43
लालपुर	202	176	00	04	38
		180	00	00	65
		181	00	02	41
		182	00	01	78
		183	00	01	20
		185	00	02	35
		192	00	03	56
		193	00	03	56
		185/1027	00	01	44
खुरुटिया	201	361	00	00	62
		363	00	06	77
		364	00	01	19
		367	00	00	20
		368	00	00	70
		370	00	01	09
		371	00	00	40
		373	00	01	00
		397	00	00	20
		398	00	00	20
		401	00	00	20
		362/1471	00	01	08
दुबदा	191	9629	00	01	01
		11501	00	00	41
बासुदेबपुर	259	2120	00	06	55
		2121	00	02	74
		3847	00	00	06
		3848	00	01	63
		3849	00	00	49

(1)	(2)	(3)	(4)	(5)	(6)
<u>पुलिस थाना - रामनगर</u>					
वाधिया	6	694	00	02	15
		695	00	01	50
		696	00	05	40
		697	00	01	79
		701	00	00	27
		710	00	00	20
		701/4341	00	00	34
<u>पुलिस थाना - मारिशदा</u>					
हाटियारी	134	55	00	00	44
		57	00	00	01
		67	00	00	20
		68	00	01	99
		69	00	00	36

[फा. सं. आर-25011/13/2005-ओ.आर-1]

एस. के. चिटकारा, अवसर सचिव

New Delhi, the 10th June, 2005

S. O. 2141.—(Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 560 dated the 15th February, 2005, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for the transportation of crude oil from Paradip in the State of Orissa to Haldia in the State of West Bengal by Indian Oil Corporation Limited ;

And whereas, the copies of the said notification were made available to the public on 13-4-2005

And whereas, the competent Authority in pursuance of sub-section (1) of section 6 of the said Act, has submitted his report to the Central Government;

And whereas, the Central Government, after considering the said report, is satisfied that the right of user in the land specified in the schedule appended to this notification should be acquired ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by the sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in Indian Oil Corporation Limited free from all encumbrances

Schedule

Police Station : Egra		District : Purba Midnapur		State : West-Bengal	
Name of Village	Jurisdiction List No.	Plot. No.	Area		
			Hectare	Are	Square Metre
(1)	(2)	(3)	(4)	(5)	(6)
Paniparul	203	538	00	03	78
		539	00	03	06
		540	00	00	20
		542	00	00	20
		543	00	07	94
		550	00	09	86
		551	00	11	70
		563	00	06	12
		564	00	03	31
		565	00	01	39
		566	00	00	30
		609	00	00	35
		610	00	06	59
		611	00	06	13
		612	00	09	52
		621	00	03	29
		623	00	02	32
		624	00	02	95
		636	00	05	52
		640	00	18	63
		642	00	16	33
		647	00	07	55
		650	00	12	34
		655	00	00	50
		657	00	02	61
		659	00	00	20
		735	00	00	20
		745	00	04	17
		750	00	03	83
		751	00	02	24
		752	00	00	83
		754	00	01	64
		755	00	06	89
		784	00	06	56
		790	00	02	57
		791	00	02	05
		792	00	02	35
		793	00	00	91
		808	00	00	02
		1273	00	00	03
		1274	00	03	42
		2794	00	01	31
		2795	00	08	17
		2795/8973	00	01	84
		745/8901	00	03	05
		794/8911	00	01	16

(1)	(2)	(3)	(4)	(5)	(6)
		8881	00	06	82
		8891	00	00	20
		8893	00	05	43
Lalpur	202	176	00	04	38
		180	00	00	65
		181	00	02	41
		182	00	01	78
		183	00	01	20
		185	00	02	35
		192	00	03	56
		193	00	03	56
		185/1027	00	01	44
Khurutia	201	361	00	00	62
		363	00	06	77
		364	00	01	19
		367	00	00	20
		368	00	00	70
		370	00	01	09
		371	00	00	40
		373	00	01	00
		397	00	00	20
		398	00	00	20
		401	00	00	20
		362/1471	00	01	08
Dubda	191	9629	00	01	01
		11501	00	00	41
Basudebpur	259	2120	00	06	55
		2121	00	02	74
		3847	00	00	06
		3848	00	01	63
		3849	00	00	49
Police Station - Ramnagar					
Badhia	6	694	00	02	15
		695	00	01	50
		696	00	05	40
		697	00	01	79
		701	00	00	27
		710	00	00	20
		701/4341	00	00	34
Police Station - Marishda					
Hatiari	134	55	00	00	44

(1)	(2)	(3)	(4)	(5)	(6)
		57	00	00	01
		67	00	00	20
		68	00	01	99
		69	00	00	36

[No. R-25011/13/2005-O.R.-I]
S. K. CHITKARA, Under Secy.

नई दिल्ली, 10 जून, 2005

का. आ. 2142.— केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि तमिलनाडु राज्य में चेन्नई से तिरुच्चि, मदुराई और शंकरी तक पेट्रोलियम उत्पादन के परिवहन के लिये इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए ;

और ऐसा प्रतीत होता है कि ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करना आवश्यक है ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति उस तारीख से, जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि में उपयोग के अधिकार का अर्जन या भूमि के नीचे पाइपलाइन बिछाने के प्रति लिखित रूप में आक्षेप श्री आर. वज्रवेलू, संक्षम प्राधिकारी, चेन्नई-तिरुच्चि -मदुराई उत्पाद पाइपलाइन परियोजना और आसनूर से शंकरी तक ब्रांच पाइपलाइन परियोजना, 12/30, एफ ब्लॉक, मार्क रेसिडेन्सी, वी. ओ. सी. रोड, कन्टोन्मेन्ट, तिरुच्चिरापल्ली - 620 001 (तमिलनाडु) को कर सकेगा।

अनुसूची

तालूका : कुन्म		जिला : पेरम्बलूर		राज्य : तमिलनाडु	
गाँव का नाम	सर्वे नंबर	हिस्सा नंबर	क्षेत्रफल		
			हेक्टर	आर	वर्ग मीटर
1	2	3	4	5	6
नं. 52/1. सित्तलि (वेस्ट)	171	1	0	17	42
	171	5अ	0	01	56
	193	4ब	0	07	48
	193	5	0	06	19
	193	6	0	03	52
	193	7	0	13	74
	199	13अ	0	06	15
	199	23अ	0	02	34
	201	2	0	03	84
	201	6	0	00	69
	206	23अ	0	04	64
	206	2ड	0	02	64
	207	2	0	02	28
	222	3	0	06	00
	222	4ड	0	00	40

[फा. सं. आर-25011/29/2004-ओ.आर.-I]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 10th June, 2005

S. O. 2142.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Chennai to Trichy, Madurai and Sankari in the State of Tamilnadu, a pipeline should be laid by the Indian Oil Corporation Limited;

And, whereas, it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may within twenty one days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri. R.Vajravelu, Competent Authority, Indian Oil Corporation Limited, Chennai-Trichy-Madurai Product Pipeline Project with a branch pipeline from Asanur to Sankari, 12/30, F Block, Mark Residency, VOC Street, Contonment, Tiruchirappalli-620 001, Tamilnadu.

SCHEDULE

Taluk : Kunnam	District : Perambalur		State : Tamil Nadu		
Name of the Village	Survey no.	Sub-Division no.		Area	
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
NO.52/1 CHITTALI (WEST)	171	1	0	17	42
	171	5A	0	01	56
	193	4B	0	07	48
	193	5	0	06	19
	193	6	0	03	52
	193	7	0	13	74
	199	1A	0	06	15
	199	2A	0	02	34
	201	2	0	03	84
	201	6	0	00	69
	206	2A	0	04	64
	206	2D	0	02	64
	207	2	0	02	28
	222	3	0	06	00
	222	4D	0	00	40

[No. R-25011/29/2004-O.R.-I]

S. K. CHITKARA, Under Secy.

नई दिल्ली, 14 जून, 2005

का. आ. 2143.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 778 तारीख 3 मार्च, 2005, जो भारत के राजपत्र तारीख फरवरी 27 - मार्च 5, 2005, में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में ब्रूमालीगद (असम राज्य) से शिलिगुरी (पश्चिम बंगाल राज्य) तक पेट्रोलियम उत्पादों के परिवहन के लिए ब्रूमालीगद शिलिगुरी पाइपलाइन प्रसारण परियोजना के माध्यम से आर्यल इंडिया लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी।

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 02.05.2005 को उपलब्ध करा दी गई थी ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात, ओर यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाए ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगनों से मुक्त, आर्यल इंडिया लिमिटेड में निहित होगा।

अनुसूची

सर्कल : मार्वेन		जिला : मोरिजाव		राज्य : असम	
क्रम सं.	गाँव का नाम	दाग सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
1	बिहिता गाँव	35	0	02	88
		40	0	11	96

[फा. सं. ओ-12016/6/2004-ओ.एन.जी.डी.ओ.-IV]

ओ. पी. बनवारी, अवर सचिव

New Delhi, the 14th June, 2005

S. O. 2143.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O 778, dated the 3rd march 2005, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Gazette of India dated the February 27 – March 5, 2005, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of petroleum products through Numaligrah Siliguri Pipeline Expansion Project from Numaligarh in the State of Assam to Siliguri in State of West Bengal by Oil India Limited;

And whereas the copies of the said Gazette notification were made available to the public on the 02-05-2005.

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted his report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Oil India Limited, free from all encumbrances.

SCHEDULE

Circle :Mayong		District : Morigaon	State : Assam		
Sr. No	Name of the Village	Dag no.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1	Bihita Gaon	35	0	02	88
		40	0	11	96

[F. No. O-12016/6/2004-O.N.G./D.O.-IV]
O. P. BANWARI, Under Secy.

नई दिल्ली, 14 जून, 2005

का. आ. 2144.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 3204 तारीख 14 दिसम्बर, 2004, और का. आ. 774 तारीख 03 मार्च, 2005 जो भारत के राजपत्र तारीख दिसम्बर 12-दिसम्बर 18, 2004 और तारीख फरवरी 27 - मार्च 5, 2005, में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में नूमालीगद (असम राज्य) से शिलिगुरी (पश्चिम बंगाल राज्य) तक पेट्रोलियम उत्पादों के परिवहन के लिए नूमालीगद शिलिगुरी पाइपलाइन प्रसारण परियोजना के माध्यम से आर्यल इंडिया लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 04.02.2005 और 05.05.2005 को उपलब्ध करा दी गई थी ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात, ओर यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाए ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में बहित होने के बजाए, सभी वित्तीयों से मुक्त, आर्यल इंडिया लिमिटेड में निहित होगा।

अनुसूची

सर्कल : बरनगर(सरभोग)			जिला : बरपेटा		राज्य : असम
क्रम सं.	गाँव का नाम	दाग सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
1	चेंगेलीया(भाग 1)	170	0	30	18
		169	0	08	82
		168	0	04	85
		167	0	05	48
		166	0	02	92
		165	0	00	83
		564	0	02	14
		556	0	00	25

सर्कल : बरमगर(सरभोग)		जिला : बरपेटा	राज्य : असम		
क्रम सं.	गाँव का नाम	दाग सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
2	बन्दरखोवा(भाग 1)	297	0	00	25
		298	0	00	42
		295	0	05	46
		293	0	04	19
		292	0	04	13
		294	0	04	16
		316	1	32	64
		315	0	12	02
		248	0	01	22
		249	0	05	23
		351	0	10	44
		352	0	16	03
		353	0	13	66
		250	0	06	84
		354	0	04	70
		254	0	03	16
		357	0	00	28
		181	0	00	35
		384	0	03	00
		180	0	03	45
3	बन्दरखोवा(भाग 2)	179	0	03	33
		178	0	02	78
		378	0	02	70
		382	0	01	29
		381	0	01	57
		380	0	01	86
		177	0	01	89
		176	0	01	24
		379	0	01	03
		In Betn Svy. No.379 & 175	00	01	41
		175	0	02	51
		140	0	13	10
4	भुलुकादेवा	515	0	27	46
		533	0	00	31
		534	0	00	28
		517	0	71	97
		560	0	71	86
		561	0	01	77
		706	0	03	15
		707	0	01	14

1	2	3	4	5	6
5	कलबारी(भाग 1)	363	0	01	09
6	कलबारी(भाग 2)	504	0	00	25
7	दहलापारा	577	0	04	23
		578	0	02	77
		579	0	01	64
		576	0	00	55

[फा. सं. ओ-12016/9/2004-ओ.एन.जी/डी.ओ.-IV]

ओ. पी. बनवारी, अवर सचिव

New Delhi, the 14th June, 2005

S. O. 2144.— Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 3204, dated the 14 December, 2004 and S.O 774, dated the 03 March, 2005 issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Gazette of India dated the December 12 – December 18, 2004 and dated February 27 – March 05, 2005 the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of petroleum products through Numaligrah Siliguri Pipeline Expansion Project from Numaligarh in the State of Assam to Siliguri in State of West Bengal by Oil India Limited;

And whereas the copies of the said Gazette notification were made available to the public on the 04-02-2005 and 05-05-2005.

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted his report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said and specified in the Schedule is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Oil India Limited, free from all encumbrances.

SCHEDULE

Circle : Barnagar(Sorbhog)		District : Barpeta	State : Assam		
Sr. No	Name of the Village	Dag no.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1.	Chengeliya(Part 1)	170	0	30	18
		169	0	08	82
		168	0	04	85
		167	0	05	48
		166	0	02	92
		165	0	00	83
		564	0	02	14
		556	0	00	25
2	Bandarkhowa(Part 1)	297	0	00	25
		296	0	00	42
		295	0	05	46
		293	0	04	19
		292	0	04	13
		294	0	04	16
		316	1	32	64
		315	0	12	02
		248	0	01	22
		249	0	05	23
		351	0	10	44
		352	0	16	03
		353	0	13	66
		250	0	06	84
		354	1	04	70
		254	0	03	16
		357	0	00	28
3	Bandarkhowa(Part 2)	181	0	00	35
		384	0	03	00
		180	0	03	45
		179	0	03	33
		178	0	02	78
		378	0	02	70
		382	0	01	29
		381	0	01	57
		380	0	01	86
		177	0	01	89
		176	0	01	24
		379	0	01	03
		3	Bandarkhowa(Part 2)	In Betn Svy. No.379 & 175	00

Sr. No	Name of the Village	Dag no.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
3	Bandarkhowa(Part 2)	175	0	02	51
		140	0	13	10
4	Bhulukadoba	515	0	27	46
		533	0	00	31
		534	0	00	28
		517	0	71	97
		560	0	71	86
		561	0	01	77
		706	0	03	15
		707	0	01	14
5	Kalbari(Part 1)	363	0	01	09
6	Kalbari(Part 2)	504	0	00	25
7	Dahalapara	577	0	04	23
		578	0	02	77
		579	0	01	64
		576	0	00	55

[F. No. O-12016/9/2004-O.N.G./D.O.-IV]
O. P. BANWARI, Under Secy.

नई दिल्ली, 14 जून, 2005

का. आ. 2145.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 3202 तारीख 14 दिसम्बर, 2004, और का. आ. 777 तारीख 03 मार्च, 2005, जो भारत के राजपत्र तारीख दिसम्बर 12-दिसम्बर 18, 2004 और तारीख फरवरी 27 - मार्च 05, 2005, में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में नूमालीगद (असम राज्य) से शिलिगुरी (पश्चिम बंगाल राज्य) तक पेट्रोलियम उत्पादों के परिवहन के लिए नूमालीगद शिलिगुरी पाइपलाइन प्रसारण परियोजना के माध्यम से आर्यल इंडिया लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 03.02.2005 और 05.05.2005 को उपलब्ध करा दी गई थी ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात, ओर यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाए ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त, आर्यल इंडिया लिमिटेड में निहित होगा।

अनुसूची

सर्कल : बिजनी		जिला : बंगालगाँव		राज्य : असम	
क्रम सं.	गाँव का नाम	दाग सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
1.	धुपुरी	4	0	19	71
		13	0	23	88
		14	0	03	76
		43	0	03	37
		194	0	13	73
		196	0	54	58
		212	0	16	94
		211	0	07	31
		197	0	13	48
		213	0	11	80
2	फागुना गाँव	247	0	03	97
		246	0	08	46
		245	0	00	40
3	सौरगुरी(भाग 1)	165	0	00	70
4	दाउतिझार	105	0	03	88
		104	0	12	61
		470	0	04	00
		98	0	00	53
		111	0	10	14
		112	0	11	98
		113	0	09	34
		114	0	10	41
		118	0	06	40
		117	00	03	57
		119	0	25	59
		120	0	04	17
		534	0	09	16
		122	0	02	84
		673	0	99	73

सर्कल : बिजनी		जिला : बंगाईगाँव	राज्य : असम		
क्रम सं.	गाँव का नाम	दाग सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
4	दाउतिझार	577	0	03	35
		574	0	18	67
		137	0	19	10
		127	0	00	25
		115	0	00	29
		116	0	00	28

[फा. सं. ओ-12016/8/2004-ओ.एन.जी/डी.ओ.-IV]

ओ. पी. बनवारी, अवर सचिव

New Delhi, the 14th June, 2005

S. O. 2145.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O 3202, dated the 14 December, 2004, and S.O. 777 dated the 03 March, 2005 issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Gazette of India dated the December 12 – December 18, 2004, and dated February 27 – March 05, 2005 the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of petroleum products through Numaligrah Siliguri Pipeline Expansion Project from Numaligarh in the State of Assam to Siliguri in State of West Bengal by Oil India Limited;

And whereas the copies of the said Gazette notification were made available to the public on the 03-02-2005 and 05/05/2005.

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted his report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Oil India Limited, free from all encumbrances.

SCHEDULE

Circle : Bijini		District : Bongaigaon		State : Assam	
Sr. No	Name of the Village	Dist no.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1.	Dhupuri	4	0	19	71
		13	0	23	88
		14	0	03	76
		43	0	03	37
		194	0	13	73
		196	0	54	58
		212	0	16	94
		211	0	07	31
		197	0	13	48
2	Phagunagaon	213	0	11	80
		247	0	03	97
		246	0	08	46
		245	0	00	40
3	Sauraguri(Part 1)	165	0	00	70
		105	0	03	86
4	Dauthijhar	104	0	12	61
		470	0	04	00
		98	0	00	53
		111	0	10	14
		112	0	11	98
		113	0	09	34
		114	0	10	41
		118	0	06	40
		117	0	03	57
		119	0	25	59
		120	0	04	17
		534	0	09	16
		122	0	02	84
		673	0	99	73
		577	0	03	35
		574	0	18	67
137	0	19	10		
127	0	00	25		
115	0	00	29		
116	0	00	28		

[F. No. O-12016/8/2004-O.N.G./D.O.-IV]
O. P. BANWARI, Under Secy.

नई दिल्ली, 14 जून, 2005

का. आ. 2146.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 3203 तारीख 14 दिसम्बर, 2004 और का. आ. 776 तारीख 03 मार्च, 2005, जो भारत के राजपत्र तारीख दिसम्बर 12-दिसम्बर 18, 2004 और तारीख फरवरी 27 - मार्च 05, 2005, में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में नूमालीगद (असम राज्य) से शिलिगुरी (पश्चिम बंगाल राज्य) तक पेट्रोलियम उत्पादों के परिवहन के लिए नूमालीगद शिलिगुरी पाइपलाइन प्रसारण परियोजना के माध्यम से आर्यल इंडिया लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 04-02-2005 और 05-05-2005 को उपलब्ध करा दी गई थी ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात, ओर यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाए ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त, आर्यल इंडिया लिमिटेड में निहित होगा।

अनुसूची

सर्कल : : बंगाईगावें		जिला : बंगाईगावें		राज्य : असम	
क्रम सं.	गाँव का नाम	दाग सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
1	नयापारा (भाग 2)	29	0	00	38
		30	0	00	29
		31	0	01	38
		32	0	01	77
		33	0	06	15

1	2	3	4	5	6
1	खुमपाश (भाग 2) (जारी)	36	0	02	42
		37	0	03	63
		35	0	07	75
		38	0	09	07
		34	0	00	29
2	खारिजा दलायगॉव	503	0	09	12
		502	0	12	74
		501	0	10	78
		498	0	01	80

[फा. सं. ओ-12016/8/2004-ओ.एन.जी/डी.ओ.-IV]

ओ. पी. बनवारी, अवर सचिव

New Delhi, the 14th June, 2005

S. O. 2146.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O 3203, dated the 14 December, 2004, and S.O.776 dated the 03 March, 2005 issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Gazette of India dated the December 12 – December 18, 2004, and dated February 27 – March 05, 2005 the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of petroleum products through Numaligrah Siliguri Pipeline Expansion Project from Numaligarh in the State of Assam to Siliguri in State of West Bengal by Oil India Limited;

And whereas the copies of the said Gazette notification were made available to the public on the 04.02.2005 and 05/05/2005

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted his report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Oil India Limited, free from all encumbrances,

SCHEDULE

SCHEDULE					
Circle : Bongaigaon		District : Bongaigaon		State : Assam	
Sr. No	Name of the Village	Dag no.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1	Nayapara(Part 2)	29	0	00	38
		30	0	00	29
		31	0	01	38
		32	0	01	77
		33	0	06	15
		36	0	02	42
		37	0	03	63
		35	0	07	75
		38	0	09	07
		34	0	00	29
		503	0	09	12
		502	0	12	74
		501	0	10	78
		498	0	01	80
2	Khanja Dalaigaon				

[F. No. O-12016/8/2004-O.N.G./D.O.-IV]

O. P. BANWARI, Under Secy.

नई दिल्ली, 14 जून, 2005

का. आ. 2147.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 3208 तारीख 14 दिसम्बर, 2004, जो भारत के राजपत्र तारीख दिसम्बर 12- दिसम्बर 18, 2004 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में नूमालीगद (असम राज्य) से शिलिगुरी (पश्चिम बंगाल राज्य) तक पेट्रोलियम उत्पादों के परिवहन के लिए नूमालीगद शिलिगुरी पाइपलाइन प्रसारण परियोजना के माध्यम से आर्यल इंडिया लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 05-02-2005 को उपलब्ध करा दी गई थी ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात, ओर यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाए ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त, आर्यल इंडिया लिमिटेड में निहित होगा।

अनुसूची

सर्कल : : गोसाईगँव		जिला : कोकराझार		राज्य : असम	
क्रम सं.	गाँव का नाम	दाग सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
1	रीमीझिमि घाट (भाग 2)	4	0	22	74
		3	0	17	17
2	रीमीझिमि घाट (भाग 1)	390	0	27	55
		389	0	02	61
		370	0	09	05
		369	0	13	28
		368	0	06	37
		371	0	05	93
		312	0	07	31
		313	0	15	53
		361	0	29	34
		360	0	11	02
		315	0	02	98
		299	0	07	00
		316	0	03	04
		317	0	01	17
		298	0	02	70
		318	0	06	20
		296	0	00	56
		294	0	05	86
		295	0	00	43
		297	0	03	11
		285	0	01	32
		282	0	03	32
		284	0	04	26
		283	0	04	92
		225	0	07	93
		224	0	02	53
		226	0	02	42
		231	0	00	25
		227	0	01	84
		230	0	00	63
		130	0	08	52
3	श्रीरामपुर	505	0	01	65
		504	0	01	10
		503	0	17	27
		502	0	05	52
		501	0	07	27
		22	0	00	25
		21	0	05	64
		436	0	08	16
		435	0	09	47
		434	0	17	09
		9	0	27	75
		432	0	26	60
4	डामरा	187	0	44	73

-3-

सर्किल : गोसाईगॉव		जिला : कोकराझार		राज्य : असम			
क्रम सं.	गाँव का नाम	दाग सं.	क्षेत्रफल				
			हेक्टेयर	एयर	वर्ग मीटर		
1	2	3	4	5	6		
5	सिमुलटापु (भाग 3)	84	0	00	60		
		19	0	60	01		
		82	1	59	28		
		60	0	00	83		
		69	0	07	25		
		18	0	00	25		
		13	0	03	41		
		49	0	01	22		
		12	0	02	07		
		6	सिमुलटापु (भाग 2)	123	0	06	37
				121	0	25	95
				120	0	05	89
101	0			09	39		
261	0			08	05		
127	0			01	64		
100	0			08	11		
258	0			24	57		
257	0			02	20		
70	0			10	66		
36	0			12	37		
255	0			00	25		
34	0	10	08				
195	0	16	27				
254	0	10	79				
253	0	03	03				
252	0	07	41				
251	0	02	94				
41	0	03	07				
24	0	02	22				
26	0	02	03				
35	0	00	27				
247	0	01	74				
7	सिमुलटापु ब्लाक	103	0	14	73		
		104	0	08	23		
		101	0	11	04		
		105	0	13	02		
		107	0	04	49		
		108	0	08	06		
		190	0	01	33		
		122	0	09	93		
		123	0	02	47		
		121	0	11	29		
		140	0	03	85		
		120	0	01	65		
		118	0	03	82		
		117	0	03	35		
		141	0	00	43		
		142	0	09	68		
		143	0	03	62		

सर्कल : : गोसाईगाँव		जिला : कोकराझार		राज्य : असम	
क्रम सं.	गाँव का नाम	दाग सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
7.	सिमुलटापु ब्लाक	155	0	12	66
		154	0	22	86
		153	0	20	72
		152	0	05	50
		150	0	00	57
		151	0	13	4
		255	0	05	47

[फा. सं. ओ-12016/10/2004-ओ.एन.जी.डी.ओ.-IV]

ओ. पी. बनवारी, अवर सचिव

New Delhi, the 14th June, 2005

S. O. 2147.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O 3208, dated the 14 December, 2004, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Gazette of India dated the December 12 – December 18, 2004, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of petroleum products through Numaligrah Siliguri Pipeline Expansion Project from Numaligarh in the State of Assam to Siliguri in State of West Bengal by Oil India Limited;

And whereas the copies of the said Gazette notification were made available to the public on the 05.02.2005.

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted his report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Oil India Limited, free from all encumbrances.

SCHEDULE

Circle : Gossaigaon		District : Kokrajhar		State : Assam	
Sr. No	Name of the Village	Dag no.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1	Rimijhimi Ghat (Part- II)	4	0	22	74
		3	0	17	17
2	Rimijhimi Ghat (Part- I)	390	0	27	55
		389	0	02	61
		370	0	09	05
		369	0	13	28
		368	0	06	37
		371	0	05	93
		312	0	07	31
		313	0	15	53
		361	0	29	34
		360	0	11	02
		315	0	02	98
		299	0	07	00
		316	0	03	04
		317	0	01	17
		298	0	02	70
		318	0	06	20
		296	0	00	56
		294	0	05	86
		295	0	00	43
		297	0	03	11
		285	0	01	32
		282	0	03	32
		284	0	04	26
		283	0	04	92
		225	0	07	93
		224	0	02	53
		226	0	02	42
		231	0	00	25
		227	0	01	84
		230	0	00	63
		3	Shri Rampur	130	0
505	0			01	65
504	0			01	10
503	0			17	27
502	0			05	52
501	0			07	27
22	0			00	25
21	0			05	64
436	0			08	16
435	0			09	47
434	0			17	09
9	0			27	75
4	Damra	432	0	26	60
		187	0	44	73

Sr. No	Name of the Village	Dag no.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
5	Simultapu (Part-III)	84	0	00	60
		19	0	60	01
		82	1	59	28
		60	0	00	83
		69	0	07	25
		18	0	00	25
		13	0	03	41
		49	0	01	22
		12	0	02	07
6	Simultapu (Part-II)	123	0	06	37
		121	0	25	95
		120	0	05	89
		101	0	09	39
		261	0	08	05
		127	0	01	64
		100	0	08	11
		258	0	24	57
		257	0	02	20
		70	0	10	66
		36	0	12	37
		255	0	00	25
		34	0	10	08
		195	0	16	27
		254	0	10	79
		253	0	03	03
		252	0	07	41
		251	0	02	94
		41	0	03	07
		24	0	02	22
		26	0	02	03
		35	0	00	27
		247	0	01	74
7	Simultapu Block	103	0	14	73
		104	0	08	23
		101	0	11	04
		105	0	13	02
		107	0	04	49
		108	0	08	06
		190	0	01	33
		122	0	09	93
		123	0	02	47
		121	0	11	29
		140	0	03	85
		120	0	01	65
		118	0	03	82
		117	0	03	35
		141	0	00	43
		142	0	09	68
		143	0	03	62

Sr. No	Name of the Village	Dag no.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
7	Simultapu Block	155	0	12	66
		154	0	22	86
		153	0	20	72
		152	0	05	50
		150	0	00	57
		151	0	13	04
		255	0	05	47

[F. No. O-12016/10/2004-O.N.G./D.O.-IV]

O. P. BANWARI, Under Secy.

नई दिल्ली, 14 जून, 2005

का. आ. 2148.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 3205 तारीख 14 दिसम्बर, 2004, जो भारत के राजपत्र तारीख दिसम्बर 12- दिसम्बर 18, 2004 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में नूमालीगद (असम राज्य) से शिलिगुरी (पश्चिम बंगाल राज्य) तक पेट्रोलियम उत्पादों के परिवहन के लिए नूमालीगद शिलिगुरी पाइपलाइन प्रसारण परियोजना के माध्यम से आर्यल इंडिया लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 04.02.05 को उपलब्ध करा दी गई थी ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात, ओर यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाए ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त, आर्यल इंडिया लिमिटेड में निहित होगा।

अनुसूची

सर्कल : : कोकराझार-		जिला : कोकराझार		राज्य : असम	
क्रम सं.	गाँव का नाम	दाग सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
1	बासुगाँव टाउन (भाग 2)	383	0	01	60
		384	0	10	30
		386	0	00	31
		405	0	00	25
2	भुटियापारा	343	0	14	51
		358	0	06	91
3	बन्दरचारा	37	0	00	25
		553	0	11	20
		40	0	09	99
		39	0	02	50
		38	0	01	34
		41	0	16	84
		33	0	11	72
		31	0	31	87
		30	0	14	17
		86	0	03	60
		87	0	02	94
		88	0	01	55
		89	0	05	90
		27	0	00	25
		90	0	01	47
		91	0	10	11
		93	0	15	12
		200	0	00	28
		199	0	00	25
		198	0	00	80
		197	0	03	51
		196	0	02	30
		194	0	03	84
		94	0	00	25
193	0	08	56		
97	0	39	14		
190	0	00	28		
188	0	00	86		
170	0	02	01		
99	0	06	42		
102	0	08	52		
103	0	19	95		
549	0	05	62		
106	0	00	28		

सर्कल : कोकराझार .		जिला : कोकराझार	राज्य : असम		
क्रम सं.	गाँव का नाम	दाग सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
3	बन्दरचारा	107	0	00	61
		105	0	02	06
		109	0	06	06
		110	0	08	59
		111	0	01	89
		113	0	18	72
		114	0	02	86
		115	0	03	53
4	दोलोगाँव	55	0	16	20
		57	0	00	78
		56	0	01	57
		58	0	04	57
		54	0	02	28
		50	0	10	69
		64	0	00	57
		65	0	01	88
		49	0	19	64
		43	0	04	85
		42	0	03	96
		41	0	48	94
		5	0	04	70
		39	0	03	88
		6	0	02	12
		7	0	08	43
		8	0	04	73
		10	0	01	47
		13	0	07	53
		14	0	09	03
5	फुकागाँव	15	0	07	80
		185	0	08	55
		186	0	04	73
		188	0	04	34
		187	0	01	85
		189	0	03	92
		534	0	01	30
		190	0	09	78
		191	0	08	53
		192	0	02	81

सर्कल : कोकराझार		जिला : कोकराझार		राज्य : असम	
क्रम सं.	गाँव का नाम	दाग सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
5	फुकागाँव	178	0	06	49
		177	0	07	45
		180	0	13	74
6	कोकराझार गाँव	4	0	04	02
		3	0	75	72
		2	0	06	27
		1	0	56	27
7	कोकराझार बंगिचा	719	0	06	07
		712	0	10	97
		713	0	15	80
		714	0	06	21
		715	0	00	69
		710	0	10	75
		708	0	04	51
		707	0	01	86
		691	0	22	37
	689	0	10	64	

[फा. सं. ओ-12016/10/2004-ओ.एन.जी/डी.ओ.-IV]

ओ. पी. बनवारी, अवर सचिव

New Delhi, the 14th June, 2005

S. O. 2148.— Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O 3205, dated the 14 December, 2004, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Gazette of India dated the December 12 – December 18, 2004, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of petroleum products through Numaligrah Siliguri Pipeline Expansion Project from Numaligarh in the State of Assam to Siliguri in State of West Bengal by Oil India Limited;

And whereas the copies of the said Gazette-notification were made available to the public on the 04-02-05.

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted his report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Oil India Limited, free from all encumbrances.

SCHEDULE

Circle : Kokrajhar		District : Kokrajhar	State : Assam		
Sr. No	Name of the Village	Dag no.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1	Basugaon Town (Part-II)	383	0	01	60
		384	0	10	30
		386	0	00	31
		405	0	00	25
2	Bhutiya para	343	0	14	51
		358	0	06	91
3	Bandarchara	37	0	00	25
		553	0	11	20
		40	0	09	99
		39	0	02	50
		38	0	01	34
		41	0	16	84
		33	0	11	72
		31	0	31	87
		30	0	14	17
		86	0	03	60
		87	0	02	94
		88	0	01	55
		89	0	05	90
		27	0	00	25
		90	0	01	47
		91	0	10	11
		93	0	15	12
		200	0	00	28
		199	0	00	25
		198	0	00	80
		197	0	03	51
		196	0	02	30
		194	0	03	84
		94	0	00	25
		193	0	08	56
		97	0	39	14
		190	0	00	28

Sr. No.	Name of the Village	Dag no.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
3	Bandarchara	188	0	00	86
		170	0	02	01
		99	0	06	42
		102	0	08	52
		103	0	19	95
		549	0	05	62
		106	0	00	28
		107	0	00	61
		105	0	02	06
		109	0	06	06
		110	0	08	59
		111	0	01	89
		113	0	18	72
		114	0	02	86
		115	0	03	53
4	Dologaon	55	0	16	20
		57	0	00	78
		56	0	01	57
		58	0	04	57
		54	0	02	28
		50	0	10	69
		64	0	00	57
		65	0	01	88
		49	0	19	64
		43	0	04	85
		42	0	03	96
		41	0	48	94
		5	0	04	70
		39	0	03	88
		6	0	02	12
		7	0	08	43
		8	0	04	73
		10	0	01	47
		13	0	07	53
		14	0	09	03
5	Fukagaon	15	0	07	80
		185	0	08	55
		186	0	04	73
		188	0	04	34
		187	0	01	85
		189	0	03	92

Sl. No	Name of the Village	Dag no.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
5	Fukagaon	534	0	01	30
		190	0	09	78
		191	0	08	53
		192	0	02	81
		178	0	06	49
		177	0	07	45
		180	0	13	74
6	Kokrajhar Gaon	4	0	04	02
		3	0	75	72
		2	0	06	27
		1	0	56	27
7	Kokrajhar Bagisha	719	0	06	07
		712	0	10	97
		713	0	15	80
		714	0	06	21
		715	0	00	69
		710	0	10	75
		708	0	04	51
		707	0	01	86
		691	0	22	37
		689	0	10	64

[F. No. O-12016/10/2004-O.N.G./D.O.-IV]
O. P. BANWARI, Under Secy.

नई दिल्ली, 14 जून, 2005

का. आ. 2149.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 3207 तारीख 14 दिसम्बर, 2004, जो भारत के राजपत्र तारीख दिसम्बर 12- दिसम्बर 18, 2004 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में नूमालीगद (असम राज्य) से शिलिगुरी (पश्चिम बंगाल राज्य) तक पेट्रोलियम उत्पादों के परिवहन के लिए नूमालीगद शिलिगुरी पाइपलाइन प्रसारण परियोजना के माध्यम से आर्यल इंडिया लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 07-02-2005 को उपलब्ध करा दी गई थी ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात्, ओर यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि अबुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाए ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त, आर्थल इंडिया लिमिटेड में निहित होगा।

अबुसूची

सर्कल : : भौरागुरी		जिला : कोकराझार		राज्य : असम	
क्रम सं.	गाँव का नाम	दाग सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
1	पटियाल पारा	295	0	00	83
2	पटियाल पारा अहम्मदपुर	63	0	13	88
		64	0	00	25
		61	0	07	87
		60	0	13	93
		59	0	09	91
		54	0	11	74
		53	0	10	24
		52	0	03	42
		39	0	03	68
		40	0	00	53
		38	0	07	44
		36	0	04	05
		35	0	04	39
		25	0	03	75
		24	0	19	64
		23	0	05	92
		22	0	02	61
		21	0	00	25
		20	0	02	79
		11	0	00	61
		5	0	05	70
		108	0	00	25
		4	0	13	56
		109	0	12	55
		110	0	00	33

सर्कल : : भौरागुरी		जिला : कोकराझार		राज्य : असम			
क्रम सं.	गाँव का नाम	दाग सं.	क्षेत्रफल				
			हेक्टेयर	एयर	वर्ग मीटर		
1	2	3	4	5	6		
3	घोनापारा	31	0	00	46		
		30	0	14	92		
		32	0	00	27		
		33	0	12	86		
		34	0	00	30		
		35	0	11	13		
		36	0	03	06		
		37	0	13	26		
		38	0	00	25		
		48	0	01	93		
		50	0	09	87		
		51	0	25	24		
		52	0	00	26		
		56	0	00	25		
		39	0	00	25		
		80	0	04	84		
		4	टोकियामरी (भाग 1)	166	0	38	09
				263	0	70	42
				269	0	0	71
268	0			00	50		
172	0			00	25		
256	0			11	16		
		255	0	13	82		

[फा. सं. ओ-12016/10/2004-ओ.एन.जी/डी.ओ.-IV]

ओ. पी. बनवारी, अवर सचिव

New Delhi, the 14th June, 2005

S. O. 2149.— Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O 3207, dated the 14 December, 2004, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Gazette of India dated the December 12 – December 18, 2004, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of petroleum products through Numaligrah Siliguri Pipeline Expansion Project from Numaligarh in the State of Assam to Siliguri in State of West Bengal by Oil India Limited;

And whereas the copies of the said Gazette notification were made available to the public on the 07.02.2005.

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted his report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Oil India Limited, free from all encumbrances.

SCHEDULE

Circle : Bhowraguri		District : Kokrajhar	State : Assam		
Sr. No	Name of the Village	Dag no.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1	Patiyal Para	295	0	00	83
2	Patiyal Para Ahammadpur	63	0	13	88
		64	0	00	25
		61	0	07	87
		60	0	13	93
		59	0	09	91
		54	0	11	74
		53	0	10	24
		52	0	03	42
		39	0	03	68
		40	0	00	53
		38	0	07	44
		36	0	04	05
		35	0	04	39
		25	0	03	75
		24	0	19	64
		23	0	05	92
		22	0	02	61
		21	0	00	25
		20	0	02	79
		11	0	00	61
		5	0	05	70
		108	0	00	25
		4	0	13	56
		109	0	12	55
		110	0	00	33

Sr. No	Name of the Village	Dag no.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
3	Ghonapara	31	0	00	46
		30	0	14	92
		32	0	00	27
		33	0	12	86
		34	0	00	30
		35	0	11	13
		36	0	03	06
		37	0	13	26
		38	0	00	25
		48	0	01	93
		50	0	09	87
		51	0	25	24
		52	0	00	26
		56	0	00	25
		39	0	00	25
		80	0	04	84
		166	0	38	09
		263	0	70	42
		269	0	00	71
		268	0	00	50
4	Tokeyamari (Part-I)	172	0	00	25
		256	0	11	16
		255	0	13	82

[F. No. O-12016/10/2004-O.N.G./D.O.-IV]
O. P. BANWARI, Under Secy.

नई दिल्ली, 14 जून, 2005

का. आ. 2150.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 3206 तारीख 14 दिसम्बर, 2004 जो भारत के राजपत्र तारीख दिसम्बर 12- दिसम्बर 18, 2004 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में नूमालीगद (असम राज्य) से शिलिगुरी (पश्चिम बंगाल राज्य) तक पेट्रोलियम उत्पादों के परिवहन के लिए नूमालीगद शिलिगुरी पाइपलाइन प्रसारण परियोजना के माध्यम से आर्थेल इंडिया लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 04.02.2005 को उपलब्ध करा दी गई थी ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात्, ओर यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाए ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त, आर्थेल इंडिया लिमिटेड में निहित होगा।

अनुसूची

सर्कल : दोटमा		जिला : कोकराझार		राज्य : असम	
क्रम सं.	गाँव का नाम	दाग सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
1	प्रतापखाटा (भाग 1)	450	0	14	59
		451	0	25	21
		453	0	02	66
		452	0	06	63
		455	0	00	99
		677	0	00	25
		328	0	00	25
2	महिष बथान	324	0	03	43
		323	0	05	07
		320	0	07	82
		319	0	04	40
		318	0	02	62
		317	0	01	19
		316	0	11	01
		315	0	13	79
		314	0	00	51
		313	0	16	10

[फा. सं. ओ-12016/10/2004-ओ.एन.जी/डी.ओ.-IV]

ओ. पी. बनवारी, अवर सचिव

New Delhi, the 14th June, 2005

S. O. 2150.— Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O 3206, dated the 14 December, 2004, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Gazette of India dated the December 12 – December 18, 2004, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of petroleum products through Numaligrah Siliguri Pipeline Expansion Project from Numaligarh in the State of Assam to Siliguri in State of West Bengal by Oil India Limited;

And whereas the copies of the said Gazette notification were made available to the public on the 04-02-2005.

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted his report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Oil India Limited, free from all encumbrances.

SCHEDULE

Circle : Dotma		District : Kokrajhar	State : Assam		
Sr. No	Name of the Village	Dag no.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1	Pratapkhata (Part-I)	450	0	14	59
		451	0	25	21
		453	0	02	66
		452	0	06	63
		455	0	00	99
		677	0	00	25
		2	Mahish Bathan	328	0
324	0			03	43
323	0			05	07
320	0			07	82
319	0			04	40
318	0			02	62
317	0			01	19
316	0			11	01
315	0			13	79
314	0			00	51
313	0	16	10		

[F. No. O-12016/10/2004-O.N.G./D.O.-IV]

O. P. BANWARI, Under Secy.

पर्यावरण एवं वन मंत्रालय

नई दिल्ली, 17 जून, 2005

का. आ. 2151.— जल गुणता मूल्यांकन प्राधिकरण का गठन, पर्यावरण (संरक्षण) अधिनियम 1986 (1986 का 29) की धारा 5 के अधीन प्रदत्त शक्तियों का प्रयोग करने के लिए केन्द्रीय सरकार द्वारा तारीख 29 मई, 2001 की का.आ. संख्या 583 (अ) और तारीख 27 अक्टूबर, 2004 की का.आ. संख्या 635 (अ) के अधीन निदेश जारी करने और उक्त अधिनियम की धारा 3 की उप धारा (2) के खण्ड (ix), (xi), (xii) और (xiii) में उल्लिखित विषयों के संबंध में उपाय करने और जल गुणता मानीटरिंग के लिए प्रणालियों को मानकीकृत करने और उनके उपयोग हेतु आंकड़े तैयार करने और कतिपय अन्य प्रयोजनों को सुनिश्चित करने के लिए किया गया था।

और सभी मानीटरिंग अभिकरणों, विभागों, प्रदूषण नियंत्रण बोर्डों और ऐसी अन्य अभिकरणों द्वारा जल गुणता मानीटरिंग तंत्र की पद्धति में एकरूपता बनाए रखने के लिए जल गुणता मानीटरिंग प्राधिकरण के निदेशानुसार जलगुणता निर्धारण और मानीटरिंग प्रोटोकाल तैयार करना आवश्यक और समीचीन है ताकि जल संबंधी कार्य योजनाओं को विश्वसनीय आंकड़ों के आधार पर तैयार किया जा सके। और जल गुणता मानीटरिंग की एक समान प्रक्रिया, से सतही और भूमिगत जल दोनों हेतु मानीटरिंग की अवधि, नमूने लेने की प्रक्रिया, विश्लेषण के मापदण्ड, विश्लेषण की तकनीक गुणता आश्वासन और गुणता नियंत्रण प्रणाली, प्रयोगशालाओं के लिए अवसंरचना संबंधी आवश्यकता, आकड़ा प्रसंस्करण की प्रक्रिया, रिपोर्ट करना और सूचना के प्रसार और ऐसे अन्य विषय जिन्हें उक्त प्रयोजन के लिए केन्द्रीय सरकार आवश्यक समझती है, उपलब्ध करेगी।

और नदी जल गुणता के हास के कारण अधोप्रवाह में रहने वाले लोगों के स्वास्थ्य और आजीविका पर प्रतिकूल प्रभाव पड़ रहा है और समय-समय पर चिन्ता व्यक्त की गई है।

और नदी जल गुणता की 'सम्पूर्णगुणता' का तुरन्त अनुस्क्षण और पुनरुद्धार जल (प्रदूषण निवारण और नियंत्रण) अधिनियम 1974 (1974 का 6) के अधीन आवश्यक है और भूमिगत जल गुणता अनुस्क्षण का कार्य, वन (संरक्षण) अधिनियम 1986 के अधीन गठित केन्द्रीय भूमि जल प्राधिकरण का है।

और पर्यावरण (संरक्षण) अधिनियम, 1986 के नियम 5 के उप-नियम (4) में ये उपबंध हैं कि जब केन्द्रीय सरकार को ऐसा प्रतीत होता है कि ऐसा करना लोकहित में है तो वह उक्त नियम के खण्ड (क) के उप-नियम (3) के अधीन सूचना की अपेक्षा से छूट दे सकेगी।

और केन्द्रीय सरकार की यह राय है कि उक्त नियम के नियम 5 के उप नियम (3) के खण्ड (क) के अधीन सूचना को अपेक्षा से छूट देने के लिए आदेश जारी करना लोकहित में है;

अतः अब केन्द्रीय सरकार, पर्यावरण (संरक्षण) अधिनियम, 1986 की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निम्नलिखित आदेश करती है, अर्थात्

1. संक्षिप्त नाम और प्रारम्भ

(क) इस आदेश का संक्षिप्त नाम 'जल गुणता मानीटरिंग पर समान प्रोटोकाल, आदेश, 2005' है।

(ख) यह राजपत्र में प्रकाशन की तारीख को प्रवृत्त होगा ।

2. लागू होना:- यह जल गुणता मानीटरिंग पर समान प्रोटोकाल अनुपालन के लिए सतही और भूमिगत जल गुणता की मानीटरिंग करने वाले सभी संगठनों, एजेंसियों और कई अन्य निकायों पर लागू होगा ।

3. परिभाषा: इस आदेश में जब तक संदर्भ में अन्यथा अपेक्षित न हो -

(1) 'अभिकरणों' से सतही और भूमिगत जल की जलगुणता से अतर्वलित जल गुणता मानीटरिंग अभिकरण (सरकारी या गैर-सरकारी, स्थानीय निकाय) और अन्य संगठन अभिप्रेत है जिनमें अनुसंधान और शैक्षणिक संस्थाएं सम्मिलित हैं ।

(2) 'प्राधिकरण' से पर्यावरण (संरक्षण) अधिनियम, 1986 की धारा 3 की उप धारा (1) और उपधारा (2) के अधीन गठित जल गुणता निर्धारण प्राधिकरण अभिप्रेत है ।

(3) 'बेसलाइन स्टेशन' से ऐसे मानीटरिंग अवस्थान से है जहां जल गुणता पर मानव क्रियाकलापों का कोई प्रभाव नहीं है ।

(4) 'फ्लक्स स्टेशन अथवा प्रभाव स्टेशन' से मानव हस्तक्षेप किसी भौगोलिक बातों के कारण प्रदूषण की सीमा को मापने के लिए मुख्य नदी की धारा पर विशिष्ट प्रदूषक भार को मापने के लिए अवस्थान अभिप्रेत है, और अपनाए गए प्रदूषण नियंत्रण उपायों के प्रभाव को मापना आवश्यक है ।

(5) 'मानीटरिंग' से जल गुणता की प्रास्थिति और प्रवृत्ति को परिभाषित करने के लिए परिलक्षित मानदण्डों के मानकीकृत माप ।

(6) 'प्रोटोकाल' से पर्यावरण (संरक्षण) अधिनियम, 1986 की धारा 3 की उपधारा (1) और उप धारा (3) के अधीन गठित जल गुणता निर्धारण प्राधिकरण द्वारा विकसित समान जल गुणता मानीटरिंग तंत्र की प्रणाली अभिप्रेत है ।

(7) 'गुणता आश्वासन कार्यक्रम' से इस आदेश के पैरा 12 में वर्णित कार्यक्रम अभिप्रेत है।

(8) 'प्रवृत्ति स्टेशन' से सामान्यतया मानवीय कार्यकलाप प्रभावित करने के लिए स्थल विशेषों पर विभिन्न समय पर जल निकायों में क्या भिन्नता होती है ।

(9) 'जल गुणता मानीटरिंग नेटवर्क' से जल नमूनों के संग्रहण, परिरक्षण और परिवहन, भण्डारण और विश्लेषण के लिए और देश में सतही और भूमिगत जल तक निर्बंधित निकायों के लिए आंकड़ों का प्रसार अभिप्रेत है ।

4. मानीटरिंग स्टेशन और नमूने लेने का अन्तराल

(1) सतही जल के नमूने एकत्र करने का अन्तराल निम्नलिखित प्रकार का होगा:-

(क) सभी स्टेशन, बेसलाइन, प्रवृत्ति और फ्लक्स अथवा प्रभाव स्टेशनों का एक संयोजन होगा।

(ख) बेसलाइन स्टेशनों की बारहमासी नदियों और झीलों के लिए वर्ष में चार बार और मौसमी नदियों की वर्ष में तीन से चार बार तक मानीटरिंग की जाएगी। प्रवृत्ति स्टेशनों की अन्तराल में वृद्धि करके मास में एक बार अर्थात् वर्ष में बारह बार मानीटरिंग की जाएगी। फ्लक्स और प्रभाव स्टेशनों की प्रदूषण क्षमता या जल प्रयोग के महत्व के आधार पर वर्ष में बारह से चौबीस बार तक मानीटरिंग की जाएगी।

(ग) सभी अभिकरण नीचे सारणी - 1 में यथाउल्लिखित सतही जल के नमूनों अन्तराल और मापन का पालन करेंगे।

सारणी - 1

सतही जल नमूनों के विश्लेषण के लिए अंतराल और मापमान

1	2	3
स्टेशन का प्रकार	अंतराल	मापमान
बेस लाइन	बारहमासी नदियां और झीलें: वर्ष में चार बार (मौसमी) मौसमी नदियां: बहाव की अवधि के दौरान 3 - 4 बार (समान अंतर पर) झील: वर्ष में चार बार (मौसमी)	(अ) मानसून पूर्व: वर्ष में एक बार नीचे सूचीबद्ध 25 मापमान का विश्लेषण: (क) साधारण: रंग, गंध, तापमान, पी एच, विद्युत प्रवाह (ई सी), घुली आक्सीजन (डी ओ), गंदलापन कुल घुलित ठोस (टी डी एस) (ख) पोषक तत्व: अमोनियाकल नाइट्रोजन (एन एच 4 - एन), नाइट्रेट एंड नाइट्रेट नाइट्रोजन (एन ओ 2 + एन ओ 3) कुल फास्फेट (कुल पी) (ग) मांग मापमान: जैव आक्सीजन मांग (बी ओ डी), रसायन आक्सीजन मांग (सी ओ डी) (घ) मुख्य आयन: (सोडियम (एनए), पोटेशियम (के), कैल्शियम(सीए), मैग्नीजियम(एमजी), कार्बोनेट(सीओ ₃), बाय-कार्बोनेट(एचसीओ ₃), क्लोराइड(सीएल), सल्फेट (एसओ ₄) (ड.) अन्य अकार्बनिक: फ्लुराइड, बोरॉन और अन्य स्थल विशेष के मापमान यदि कोई हो तो (च) सूक्ष्म जीवाणु कुल कोलीफार्म और फीकल कोलीफार्म (आ) शेष वर्ष में (मानसून पूर्व के नमूने के बाद) प्रत्येक तीन मास अन्तराल पर 10 मापमान का विश्लेषण: रंग, गंध, तापमान, पी एच, ई सी, डी ओ, एन ओ 2 + एन ओ 3, बी ओ डी, कुल कोलीफार्म और फीकल कोलीफार्म

पद्धति या प्रभाव या फलक्स	अप्रैल-मई (मानसून पूर्व) से शुरू करके प्रत्येक मास में एक बार अर्थात् वर्ष में 12 बार	<p>(अ) मानसून पूर्व बेस लाइन मानीटरिंग के लिए सूचीबद्ध के समान 25 मापमानों का विश्लेषण</p> <p>(आ) अन्य मास: निम्न लिखित 15 मापमान का विश्लेषण</p> <p>(क) साधारण: रंग, गंध, तापमान, पी एच, ई सी, डी ओ और गंदलापन</p> <p>(ख) पोषकतत्व: एन एच 3-एन, एन ओ 2 + एन ओ 3, कुल पी</p> <p>(ग) कार्बनिक पदार्थ: बी ओ डी, सी ओ डी</p> <p>(घ) मुख्य आयन: क्लोराइड</p> <p>(ङ.) सूक्ष्मजीवाणु: कुल और फीकल कोलीफार्म</p> <p>(इ) सूक्ष्म प्रदूषक: वर्ष में एक बार/ मानसून से पूर्व</p>
		<p>(i) कीटनाशी-अल्फा बेंजीनहेक्साक्लोराइड (बी एच सी), बीटा बी एच सी, गामा बी एच सी</p> <p>(लिन्डेन), ओ पी-डायक्लोरोडाइफेनाइलट्राय क्लोरोथेन(ओपी-डीडीटी), पी पी-डीडीटी, अल्फा</p> <p>इंडोसलफेन, बीटा इंडोसलफेन, एल्ड्रिन,</p> <p>डिल्ट्रिन, कारबराइल(कार्बामेट),</p> <p>मलेथियन, मिथाइल पैराथियान, अनिलोफोस, क्लोरोपायरिफोस</p> <p>(ii) विषाक्त धातु-आर्सेनिक (एस), कैडमियम (सीडी), मरक्युरी(एच जी), जिंक (जेड एन), क्रोमियम(सीआर), लेड (पीबी), निकेल (एन आई), आयरन(एफ ई)</p> <p>(स्थानीय आवश्यकता के आधार पर मापमानों का चयन किया जा सकता है)</p>

टिप्पण: (i) उपर्युक्त सारणी में वर्णित मापमानों की न्यूनतम अपेक्षा होगी। तथापि यह विश्लेषण अभिकरण और उसकी उपलब्ध मानवशक्ति की विशिष्ट आवश्यकता के आधार पर अधिक मापमानों के विश्लेषण को निर्बंधित नहीं करता है।

(ii) झीलों अथवा जलाशयों के लिए कुल केलदल नाइट्रोजन, क्लोरोफिल, कुल प्लैंकटन काउन्ट और उत्पादकता जैसे अतिरिक्त मापमानों को मानीटरिंग के मापमानों की सूची में शामिल किया जाएगा।

(iii) यदि नदी या झील या जलाशय की जैव मानीटरिंग की जाती है तो अतिरिक्त विशिष्ट मापमानों पर विचार किया जाएगा।

(2) भूमिगत जल

भूमिगत जल के संबंध में नमूने लेने का अन्तराल निम्नलिखित हैं:

(क) सभी स्टेशनों को बेसलाइन स्टेशन के रूप में वर्गीकृत किया जाएगा।

(ख) 20-25% बेसलाइन स्टेशनों को प्रवृत्ति स्टेशन के रूप में वर्गीकृत किया जाएगा जहाँ अनुभूत समस्या है।

(ग) सभी अभिकरण नीचे दी गई सारणी-2 में यथा वर्णित भूमिगत जल के विश्लेषण के लिए नमूना अन्तराल एवं मापमानों का अनुपालन करेंगे

सारणी-2

भूमिगत जल के नमूनों के विश्लेषण के लिए अन्तराल और मापमान

1	2	3
स्टेशन का प्रकार	आवृत्ति	मापमान
बेसलाइन	वर्ष में दो बार (मानसून के पहले और बाद में)	<p>(क) मानसून के पहले और बाद: नीचे सूचीबद्ध 20 मापमानों का विश्लेषण</p> <p>क. सामान्य: रंग, गंध, तापमान, पी एच, ई सी, टी डी एस</p> <p>ख. पोषक तत्व: एन ओ 2 + एन ओ 3, आर्थोफास्फेट</p> <p>ग. मांग मापमान: सी ओ डी</p> <p>घ. प्रमुख आयन: एन ए⁺, के⁺, सी ए⁺⁺, एम जी⁺⁺, सी ओ 3⁻, एच सी ओ 3⁻, सी आर, एस ओ 4⁻ % एन ए और एस ए आर</p> <p>ड. अन्य अकार्बनिक: एफ, बी और अन्य स्थल विशिष्ट मापमान यदि कोई हो।</p>
प्रवृत्ति	वर्ष में दो बार (मानसून से पहले और बाद में)	<p>क. अप्रैल-मई: बेसलाइन मानीटरिंग के लिए यथा सूचीबद्ध 20 मापमान का विश्लेषण।</p> <p>ख. अन्य समय: नीचे यथा सूचीबद्ध 14 मापमानों का विश्लेषण</p> <p>च. सामान्य: रंग, गंध, तापमान, ई सी, पी एच, टी डी एस, % एन ए और एस ए आर</p> <p>क. पोषक तत्व: एन ओ + एन ओ, आर्थोफास्फेट</p> <p>ख. मांग मापमान: सी ओ डी</p> <p>ग. प्रमुख आयन: सी एल</p> <p>घ. अन्य अकार्बनिक: एफ, बी</p> <p>ड. सूक्ष्मजीव: कुल कोलीफार्म और फीकल कोलीफार्म</p> <p>इ. सूक्ष्म प्रदूषक (स्थानीय आवश्यकता के आधार पर मापमानों का चयन किया जा सकता है)</p> <p>(2) कीटनाशी: अल्फा बी एच सी, बीटा बी एच सी, गामा बी एच सी (लिन्देन), ओ पी-डीडीपी, पी पी-डी डी सी, अल्फा-इन्डोसल्फन, बीटा इन्डोसल्फन, एल्लिडिन, डिल्लिडिन, 2, 4-डी, कारबराइल (कार्बोमेट), मलेथियम, मिथाइल, पैराथियान, अनिलफोस, क्लोरोपायरिफोस।</p>

		<p>(3) विषाक्त धातु-ए एस, सी डी, एच जी, जेड एन, सी आर, पी बी, एन आई, एफ ई,</p> <p>(कीटनाशकों और विषाक्त धातुओं का चयनित अवस्थानों पर मानसून से पहले वर्ष में एक बार विश्लेषण किया जा सकता है।)</p>
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टिप्पणः (i) उपर्युक्त सारणी में वर्णित मापमान की अपेक्षा न्यूनतम होगी। तथापि यह विश्लेषण अभिकरणों और इसकी उपलब्ध मानवशक्ति की विशिष्ट आवश्यकता के आधार पर अधिक मापमानों के विश्लेषण को निर्बंधित नहीं करता है।

(ii) यदि रासायनिक आक्सीजन मांग का मूल्य 20 मि.ग्रा. 1 ली. से अधिक होता है तो जैव रसायन आक्सीजन मांग के लिए भी नमूने का विश्लेषण किया जाएगा।

5. नमूनों का संग्रहण

(1) सतह जल के संबंध में नमूना का संग्रहण करने की प्रक्रिया निम्नलिखित होगी:

क) बेसलाइन और प्रवृत्ति स्टेशनों के लिए नमूने, घुली आक्सीजन नमूना लेनेवाले अथवा भारित बोतल का प्रयोग करते हुए नदी के उचित मिश्रित खंड से एकत्र किए जाएंगे।

ख) नमूने प्रभावी स्टेशनों के लिए स्नान घाट, निस्तारण बिन्दु के अधोप्रवाह जल पूर्ति क्षमता और अन्य स्रोतों जैसे हितकर बिन्दु से एकत्र किए जाएंगे।

ग) नमूनों में घुली आक्सीजन का निर्धारण संग्रह के बाद किया जाए और घुली आक्सीजन विश्लेषण या तो क्षेत्र में या प्रयोगशाला में किया जाए।

(2) भूमिगत जल के संबंध में नमूनों के संग्रहण की प्रक्रिया निम्नलिखित प्रकार से होगी:

क) ऐसे खुले कुओं, जिनका उपयोग नहीं हो रहा है अथवा जिनका प्रयोग बंद कर दिया गया हो, पर जल गुणता मानीटरिंग स्टेशन के रूप में विचार नहीं किया जाए। तथापि, ऐसे कुओं पर जल स्तर मानीटरिंग के लिए विचार किया जा सकता है।

ख) खुले कुओं के जल सतह से लगभग 30 सें.मी. नीचे से नमूने के संग्रहण के लिए भारित नमूना बोतल का उपयोग किया जा सकता है। प्लास्टिक बाल्टी, जिससे सतह पर काछ बनने की संभावना हो, का उपयोग नहीं किया जाए।

ग) चल रहे ट्यूबवेलों से नमूनों का संग्रहण ट्यूबवेल को पांच मिनट चलाने के बाद किया जाए।

घ) ड्रब पम्प का उपयोग करने वाला नान-प्रोडक्शन पिजयोमीटर को शुद्ध किया जाएगा। नमूने के संग्रहण से पहले शुद्ध किए गए जल का आयतन स्थिर जल के आयतन के 4 से 5 गुणा के बराबर होगा।

ड.) सूक्ष्म जीवाणु संबंधी नमूनों का, जब ट्यूबवेल या हैंडपंप से संग्रहण किया जाए तो आधान में संग्रहण से पहले पंप की धार या निकास को स्पिरिट लैंप की लौ में निर्जर्म किया जाए।

6. नमूना संरक्षण और परिवहन

- (1) आधान की किस्म और अपनाए जानेवाले नमूना संरक्षण नीचे दी गई सारणी-3 के अनुरूप होंगे;

तालिका-3

1.	2.	3.
विश्लेषण	आधान	संरक्षण
सामान्य	ग्लास, पी ई	4° सी, डार्क
बी ओ डी	ग्लास, पी ई	4° सी, डार्क
सी ओ डी, एन एच ₃ , एन ओ ₂	ग्लास, पी ई	एच ₂ एस ओ ₄ , पी एच <2
एन ओ ₂		
कोलीफार्म	ग्लास, पी ई निर्जर्म	4° सी, डार्क
डी ओ	बी ओ डी बोतल	डी ओ निर्धारित रसायन
फ्लुराइड	पी ई	कोई नहीं
पी	ग्लास	कोई नहीं
कीटनाशी	ग्लास, टेफलान	4° सी, डार्क
विषाक्त धातु	ग्लास, पी ई	एच एन ओ ₃ , पी एच <2

- (2) नमूने को यथाशीघ्र संबंधित प्रयोगशाला में संग्रहण करने के अड़तालीस घंटे के भीतर पहुंचाया जाएगा।

- (3) नमूने के संग्रहण के चौबीस घंटे के भीतर कोलीफार्म का विश्लेषण शुरू कर दिया जाए।

- (4) माइक्रोग्राम प्रति ली. धातु स्तरवाले नमूनों को 4 सेंटीग्रेड पर भंडारण किया जाएगा और यथाशीघ्र विश्लेषण किया जाना चाहिए। यदि सांद्रता मि.ग्रा./ली. स्तर का है तो इसका भंडारण छः महीने के लिए किया जा सकता है। मरकरी की दशा के मामले में इसकी समय सीमा 5 सप्ताह की है।

- (5) सतह और भूमिगत जल नमूनों के जल नमूना विश्लेषण के लिए नमूना अभिनिर्धारण को प्ररूप-I और प्ररूप-II में किए गए उल्लेख के अनुसार किया जाए।

7. नमूना अभिलेख

- (1) प्रत्येक प्रयोगशाला में एक जिल्द बंद रजिस्टर होगा जिसका नमूना प्राप्त होते ही रजिस्टर में दर्ज करने के लिए उपयोग किया जाएगा। नमूना प्राप्ति रजिस्टर के लिए एक प्रपत्र प्ररूप III में संलग्न है।

- (2) प्रयोगशाला प्रभारी विश्लेषक विशिष्ट को सौंपे गए कार्य का ब्यौरा एक रजिस्टर में रखेगा।

8. विश्लेषणात्मक तकनीकें

प्रत्येक अभिकरण को अमेरिकन पब्लिक हेल्थ एसोसिएशन (नवीनतम संकलन) के द्वारा प्रकाशित जल तथा अवशिष्ट जल विश्लेषण के लिए मानक पद्धतियों द्वारा निर्धारित विश्लेषणात्मक तकनीकों अथवा जल परीक्षण की विधियाँ और अपशिष्ट जल की जांच के लिए नमूने (भौतिक और रसायन) (आई एस:3025) का अनुसरण करना होगा।

9. विश्लेषण अभिलेख और आंकड़ा विधिमान्यकरण

विषैली धातुओं और सूक्ष्म जीवों को छोड़कर सभी पैरामीटरों को शामिल करते हुए आंकड़े रिकार्ड करने के लिए संस्तुत प्रपत्र प्ररूप iv में उल्लिखित है। सारणी-2 के अनुसार भारी धातुओं और सूक्ष्म जीवों की रिपोर्ट अलग से रिकार्ड की जाएगी। विश्लेषण पूरा होने पर विधिमान्यकरण जांच प्रयोगशाला में किया जाएगा। प्रयोगशाला विश्लेषण के परिणाम विधिमान्यकरण के लिए प्ररूप II में प्रदत्त प्रारूप में प्रविष्टि किए जाएं।

10. प्रयोगशालाओं में मानव शक्ति की अपेक्षाएं

विश्लेषण को समय पर पूरा करने के लिए श्रम दिवसों का भरपूर उपयोग करने के लिए संबंधित मानीटरिंग अभिकरणों द्वारा कर्मचारियों की संख्या इष्टतम की जाएगी।

11. आंकड़ा प्रसंस्करण, रिपोर्ट करना और प्रचार

प्रत्येक मानीटरिंग अभिकरण विश्लेषणात्मक आंकड़े तैयार करेगी और विधिमान्यकरण के बाद आंकड़े केन्द्रीय प्रदूषण नियंत्रण बोर्ड के आंकड़ा केन्द्र को भेजे जाएंगे। केन्द्रीय प्रदूषण नियंत्रण बोर्ड आंकड़ों का भण्डारण करेगा और वेब साइट के द्वारा प्रचार प्रसार करेगा अथवा विभिन्न उपयोगकर्ताओं की मांग पर इलेक्ट्रॉनिक डाक द्वारा भेजेगा।

12. गुणवत्ता आश्वासन और प्रयोगशालाओं का प्रत्यायन

विभिन्न अभिकरणों की प्रयोगशालाओं के लिए गुणवत्ता आश्वासन कार्यक्रम में संचालन सिद्धांतों का समूह, संगणकों द्वारा लिखित और सहमत, विशिष्ट कार्यों को रेखांकित करते हुए शामिल प्रत्येक व्यक्ति का उत्तरदायित्व, निहित होना चाहिए। जल गुणता मानीटरिंग अभिकरणों की प्रत्येक प्रयोगशाला को उनकी संबंधित केन्द्रीय प्रयोगशाला अथवा मुख्यालय द्वारा निर्धारित गुणता आश्वासन कार्यक्रम के दिशानिर्देशों का अनुसरण करना चाहिए और उनके अथवा किसी अन्य अभिकरण द्वारा नियमित आधार पर आयोजित आन्तरिक प्रयोगशाला गुणता आश्वासन कार्यक्रम जैसे कुशलता जांच (पी टी) में भाग लेना। जल गुणता प्रयोगशालाओं को पर्यावरण और वन मंत्रालय भारत सरकार से मान्यता अथवा विज्ञान और प्रौद्योगिकी मंत्रालय, भारत सरकार के अन्तर्गत नेशनल एक्स्ट्रीमिशन बोर्ड फार टेस्टिंग एण्ड वेलीवेशन बोर्ड से प्रत्यायन प्राप्त करना होगा।

[फा.सं. जे-15011/8/2004-एनआरसीडी]

एम सेनगुप्ता, सलाहकार

प्ररूप -I

सतही जल नमूनों के विश्लेषण और नमूना पहचान और अभिलेख

नमूना कोड											
प्रेक्षक	अभिकरण								परियोजना		
तिथि समय	स्टेशन कोड										
मापमान कोड	आधान				परिरक्षण				शोधन		
	ग्लास	पीवीसी	पीई	टेफ्लून	कोई नहीं	तंदा	अम्ल	अन्य	कोई नहीं	निस्तारण	फिल्टर
(1) सामान्य											
(2) जीवाणु-विज्ञान											
(3) बी ओ डी											
(4) सी ओ डी, एन एच एन ओ											
(5) विषैली धातुएं											
(6) सूक्ष्म जीव											
नमूने के स्रोत											
जल	प्वाइंट		दृष्टिकोण		मध्यम		मैट्रिक्स				
0 नदी	0 मुख्य धारा		0 पुल		0 जल		0 स्वच्छ				
0 नाला	0 दायां किनारा		0 नाव		0 निलम्बित पदार्थ		0 खारा				
0 नहर	0 बायां किनारा		0 वाडिंग		0 बी ओ टा		0 लवण				
0 जलाशय (झील/कुण्ड/तालाब)					0 सेडिमेंट		0 बहिःस्राव				
नमूना प्रकार	0 ग्रेव 0 टाइम-काम्प 0 फ्लो काम्प 0 गहराई इन्टैंग 0 चौड़ाई इन्टैंग										
नमूना उपकरण	0 भारित बोतल 0 पम्प 0 गहराई के नमूने लेनेवाला										
क्षेत्र अवधारण											
तापमान सी	पी एच		ई सी माइक्रोहोम्स/सेमी				डी ओ मिग्रा/लीटर				
गंध कोड	1) गंधमुक्त	6) विषाक्त	कलर कोड				1) हल्का भूरा	6) गहरा हरा			
	2) सड़े अंडे	7) सुगन्धित					2) भूरा	7) साफ			
	3) जलीचीनी	8) क्लोरोनियस					3) गहरा भूरा	8) अन्य			
	4) साबुनी	9) मादक					4) हल्का हरा	विशिष्ट			
	5) मछली की	10) अप्रिय					5) हरा				
टिप्पणी											
जलवायु	0 धूप 0 बादल 0 वर्षाकाल 0 हवादार										
जलस्तर	0 उच्च (> 0.5) 0 मध्य (0.1-0.5) 0 कम (< 0.1) 0 स्थायी										
प्रयुक्त जल	0 कोई नहीं 0 खेती 0 स्नान और कपड़े धोना 0 मवेशी नहलाना 0 नदीतल में खरबूजा वनस्पतियों की खेती 0 व्यवस्थित जल आपूर्ति										

प्ररूप - II

सतही जल नमूनों के लिए नमूना पहचान

नमूना कोड			
प्रेक्षक	अधिकरण	परियोजना	
तारीख	समय	स्टेशन कोड	
नमूने का स्रोत: 0 खुला गहरा		कुआं, 0 हैण्डपम्प 0 ट्यूब वेल 0 पाइजोमीटर	
मापमान कोड	आधान	परिक्षण	उपचार
	ग्लास पीवीसी पीई टेफ्लोन	कोई नहीं ठंडा अम्ल अन्य	कोई नहीं निस्तारण फिल्टर
(1) सामान्य			
(2) जीवाणु-विज्ञान			
(3) बीओडी			
(4) सीओडी, एनएच3, एनओ3			
(5) विषैली धातुएं			
(6) सूक्ष्म जीव			
क्षेत्र निर्धारण			
तापमान से 0	पी एच	ई सी माइक्रोहोमस/सेमी	डी ओ एमजी 1
गंध कोड	(1) गंध मुक्त (2) सड़े अंडे (3) जली चीनी (4) साबुनी (5) मछली	(6) विषाक्त (7) सुगन्धित (8) क्लोरोनियस (9) मादक (10) अप्रिय	(1) हल्का भूरा (2) भूरा (3) गहरा भूरा (4) हल्का हरा (5) हरा
यदि कुआं परिष्कृत है तो निम्नलिखित भरें			
कार्यालय कुआं आंकड़े			
व्यास	क्यू		सी एम
गहराई	डी		एम
स्थायी जल स्तर (औसत)	एस डब्ल्यू एल		एम
वाटर कालम (डी एस डब्ल्यू एल)	एच		एम
कुएं का मूल आयतन	वी		एल
प्रक्षेपित पम्प बहिस्त्राव	पी क्यू		एल/एस
परिष्करण के लिए प्रक्षेपित समय	पी टी		एम आई एन
क्षेत्र बहाव अवधारण			
आगमन पर स्थिर जल स्तर	एस डब्ल्यू एल		एम
वास्तविक पम्प व्यवस्था			एम
परिष्करण अवधि			मिनट
नमूने से पहले पम्प बहिस्त्राव	क्यू		एल/मिनट
नमूने के बाद पम्प बहिस्त्राव	वी		एल/मिनट
परिष्कृत आयतन	वी		एल
गतिशील जलस्तर	डी डब्ल्यू एल		एम
क्षेत्र रसायन माप			
नमूने लेना शुरू करने के शुरूआत के समय	तापमान (सेल्सियस)	ई सी (माइक्रो हो/सीएम)	पी एच
+ 10 मिनट			
+ 20 मिनट			
+ 30 मिनट			
+ 40 मिनट			

प्ररूप III

विश्लेषण के लिए नमूने अभिलेख

प्रयोगशाला में प्राप्ति की तारीख/समय	संग्रहण की तारीख/समय	स्टेशन कोड	परियोजना	संग्रह अभिकरण/संग्रहकर्ता	संरक्षण	मापमान कोड	प्रयोगशाला नमूना संख्या
1	2	3	4	5	6	7	8

नमूना प्राप्ति रजिस्टर

टिप्पणी:-

- स्तंभ (3) मानीटरिंग अभिकरण द्वारा अपनाए गए परम्परागत स्टेशन कोड को दर्शाता है।
- स्तंभ (4) परियोजना को दर्शाता है जिसके अंतर्गत नमूना संग्रहण किया जाता है।
- स्तंभ (7) नमूना अभिनिर्धारण फार्म में दिए गए पैरामीटर के अनुरूप है।
- स्तंभ (8) प्रयोगशाला में जैसे ही नमूने की प्राप्ति होती है नमूने को दी गई प्रयोगशाला नमूने को दर्शाता है। यह उल्लेख करना कि संख्या के दो भाग होते हैं जो हाइफन से अलग होते हैं। प्रथम भाग को श्रंखलाबद्ध ढंग से दिया गया है क्योंकि नमूने विभिन्न स्टेशनों से प्राप्त होते हैं। यदि किसी स्टेशन से विश्लेषण के विभिन्न सेटों के लिए एक ही समय में दो नमूने एकत्र किए जाते हैं तो संख्या का प्रथम भाग एक समान ही होगा। दूसरा भाग नमूना में दिए गए मापमान कोड के अनुरूप होगा।
- कोड के एक समान प्रथम भाग वाले सभी नमूनों के विश्लेषण के परिणाम को आंकड़ा प्रविष्टि प्रणाली में प्रविष्टि किया जाएगा क्योंकि एक नमूना में नमूना संग्रहण एक ही स्टेशन कोड और समय हो सकता है।

डाटा रिकार्ड

[illegible][illegible]

MINISTRY OF ENVIRONMENT AND FORESTS**New Delhi, the 17 June, 2005**

S. O. 2151.— WHEREAS the Water Quality Assessment Authority (WQAA) was constituted by the Central Government vide Order No. S.O. 583 (E) dated the 29th May, 2001 and No. S.O. 635(E) dated the 27th October, 2004 to exercise powers under section 5 of the Environment(Protection) Act, 1986(29 of 1986) for issuing directions and for taking measures with respect to matters referred to in clauses(ix),(xi), (xii) and (xiii) of sub-section(2) of section 3 of the said Act and to standardise method(s) for water quality monitoring and to ensure quality of data generation for utilization thereof and certain other purposes;

AND WHEREAS it is necessary and expedient to evolve water quality assessment and monitoring protocol as directed by the Water Quality Assessment Authority in order to maintain uniformity in the procedure for water quality monitoring mechanism by all monitoring agencies, departments, Pollution Control Boards and such other agencies so that water related action plans may be drawn up on the basis of reliable data;

AND WHEREAS the uniform process on water quality monitoring shall provide frequency of monitoring, procedure for sampling, parameters for analysis, analytical techniques, quality assurance and quality control system, infrastructure requirement for laboratories, procedure for data processing, reporting and dissemination and such other matters as the Central Government deems necessary for the said purpose, both for surface and ground water;

AND WHEREAS due to the deterioration of the river water quality, health and livelihood of the downstream people are being severely affected and concerns are raised time and again;

AND WHEREAS the immediate maintenance and restoration of 'wholesomeness' of the river water quality is the mandate under the Water (Prevention and Control of Pollution) Act, 1974 (6 of 1974) and that of maintenance of the ground water quality by the Central Ground Water Authority constituted under the provisions of the Environment (Protection) Act, 1986;

AND WHEREAS sub-rule(4) of rule 5 of the Environment(Protection) Rules, 1986, provides that whenever it appears to the Central Government that it is in public interest to do so, it may dispense with the requirement of notice under clause(a) of sub-rule(3) of the said rules";

AND WHEREAS the Central Government is of the opinion that it is in public interest to dispense with the requirement of notice under clause(a) of sub-rule(3) of rule 5 of the said rules to issue the Order.

NOW, THEREFORE, in exercise of the powers conferred by section 3 of the Environment (Protection) Act, 1986, the Central Government hereby makes the following order, namely:-

1. Short title and commencement.-

- (a) This order may be called the Uniform Protocol on Water Quality Monitoring Order, 2005".
- (b) It shall come into force on the date of its publication in the Official Gazette.

2. Application.- It shall apply to all organizations, agencies and any other body monitoring surface and ground water quality for observance of uniform protocol on water quality monitoring.

3. Definitions.-

In this Order, unless the context otherwise requires,-

- (1) "agencies" means water quality monitoring agencies(government or non-government, local bodies) and other organizations including research and academic institutions involved in water quality monitoring of surface and ground waters;
- (2) "Authority" means the Water Quality Assessment Authority (WQAA) constituted under sub-sections (1) and (2) of section 3 of the Environment (Protection) Act, 1986;
- (3) "Baseline stations" means the monitoring location where there is no influence of human activities on water quality;
- (4) "Flux stations or Impact stations" means the location for measuring the mass of particular pollutant on main river stem for measuring the extent of pollution due to human interference or geological feature at any point of time and is necessary for measuring impact of pollution control measures adopted;
- (5) "monitoring" means standardised measurements of identified parameters in order to define status and trends of water quality;
- (6) "protocol" means a system of uniform water quality monitoring mechanism developed by the Water Quality Assessment Authority constituted under sub-sections (1) and (3) of section 3 of the Environment (Protection) Act, 1986;
- (7) "Quality Assurance Programme" means a programme described in paragraph 12 of this Order;
- (8) "Trend station" means the monitoring location designed to show how a particular point on a watercourse varies over time due, normally, to the influence of man's activities;
- (9) "water quality monitoring network" means a systematic planning for collection, preservation and transportation, storage, analysis of water samples and dissemination of data for national water bodies restricted to surface and ground water in the country.

4. Monitoring station and frequency of sampling.-

(1) The frequency of sampling in respect of surface water shall be as follows:-

(a) all the stations shall be a combination of Baseline, Trend and Flux or Impact stations.

(b) the Baseline stations shall be monitored four times a year for perennial rivers and lakes and three to four times a year for seasonal rivers. Trend stations shall be monitored with an increased frequency of once in a month i.e. twelve times in a year. Flux or Impact stations shall be monitored twelve to twenty-four times in a year depending upon pollution potential or importance of water use.

(c) all agencies shall follow the sampling frequency and parameters for analysis of surface water as mentioned in the Table-I given below:-

Table-I
Frequencies and parameters for analysis of surface water samples

1	2	3
Type of Station	Frequency	Parameters
Baseline:	<p>Perennial rivers and Lakes:</p> <p>Four times a year (seasonal)</p> <p>Seasonal rivers:</p> <p>3-4 times (at equal spacing) during flow period.</p> <p>Lake:</p> <p>4 times a year (seasonal)</p>	<p>(A) Pre-monsoon: Once a year</p> <p>Analyse 25 parameters as listed below:</p> <p>(a)General : Colour, odour, temperature, pH, Electrical Conductivity (EC), Dissolved Oxygen (DO), Turbidity, Total Dissolved Solid (TDS)</p> <p>(b) Nutrients : Ammoniacal Nitrogen ($\text{NH}_4\text{-N}$), Nitrite & Nitrate Nitrogen ($\text{NO}_2 + \text{NO}_3$), Total Phosphate (Total P)</p> <p>(c)Demand parameters: Biological Oxygen Demand (BOD), Chemical Oxygen Demand (COD)</p> <p>(d)Major ions : Sodium (Na), Potassium (K), Calcium (Ca), Magnesium (Mg), Carbonate (CO_3), Bicarbonate (HCO_3), Chloride (Cl), Sulphate (SO_4)</p> <p>(e)Other inorganic: Fluoride (F), Boron (B) and other location specific parameter, if any</p> <p>(f)Microbiological: Total coliform and Faecal Coliform</p> <p>(B)Rest of the year (after the pre-monsoon sampling) at every three months' interval:</p> <p>Analyse 10 parameters: Colour, Odour, Temperature, pH, EC, DO, $\text{NO}_2 + \text{NO}_3$, BOD, Total coliform and Faecal Coliform.</p>
Trend or Impact or Flux:	Once every month starting April-May (pre-monsoon), i.e. 12 times a year	<p>(A)Pre-monsoon: Analyse 25 parameters as listed for baseline monitoring</p> <p>(B)Other months : Analyse 15 parameters as listed below</p> <p>(a)General : Colour, Odour, Temp, pH, EC, DO and Turbidity</p> <p>(b)Nutrients : $\text{NH}_4\text{-N}$, $\text{NO}_2 + \text{NO}_3$, Total P</p> <p>(c)Organic Matter: BOD, COD</p> <p>(d)Major ions : Cl</p> <p>(e)Microbiological : Total and Faecal coliforms</p> <p>(C)Micropollutant : Once in a year / pre monsoon</p>

		<p>(i) Pesticides-Alpha Benzenehexachloride (BHC), Beta BHC, Gama BHC (Lindane), OP-Dichlorodiphenyltrichloroethane (OP-DDT), PP-DDT, Alpha Endosulphan, Beta Endosulphan, Aldrin, Dieldrin, Carbaryl (Carbamate), Malathian, Methyl Parathian, Anilophos, Chloropyriphos</p> <p>(ii) Toxic Metals-Arsenic (As), Cadmium (Cd), Mercury (Hg), Zinc (Zn), Chromium (Cr), Lead (Pb), Nickel (Ni), Iron (Fe)</p> <p>(The parameters may be selected based on local need).</p>
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Note: (i) The parameters mentioned in the above Table shall be the minimal requirement. This does not, however, restrict analysis of more parameters depending upon the specific requirements of the analysing agency and its manpower availability.

(ii) For lakes or reservoirs, monitoring of additional parameters, like total Kjeldhal Nitrogen, Chlorophyll, total Plankton count and productivity, shall be included in the list of parameters.

(iii) If biomonitoring is done in river or lakes or reservoirs, additional specific parameters are to be considered.

(2) Ground Water

The frequency of sampling in respect of ground water shall be as follows:

- all stations shall be classified as Baseline stations.
- 20-25 % of Baseline stations shall be classified as Trend stations where there is a perceived problem.
- all agencies shall follow the sampling frequency and parameters for analysis of ground water as mentioned in the Table-2 given below:-

Table -2

Frequencies and parameters for analysis of Ground Water samples

1 Type of Station	2 Frequency	3 Parameters
Baseline	Twice a year (Pre and Post monsoon season)	<p>(A) Pre and Post Monsoon Season: Analyse 20 parameters as listed below:-</p> <p>(a) General: Colour, odour, temperature, pH, EC, TDS</p> <p>(b) Nutrients: NO₂ + NO₃, orthophosphate</p> <p>(c) Demand Parameter: COD</p> <p>(d) Major Ions: Na⁺, K⁺, Ca⁺⁺, Mg⁺⁺, CO₃²⁻, HCO₃⁻, Cl⁻, SO₄²⁻, %Na & SAR</p> <p>(e) Other inorganics: F, B and other location-specific parameter, if any.</p>
Trend	Twice a year (Pre and Post monsoon season)	<p>(A) April-May: Analyse 20 parameters as listed for Baseline monitoring.</p> <p>(B) Other times: Analyse 14 parameters as listed below:-</p>

	monsoon)	<p>(f) General: Colour, odour, temp, EC, pH, TDS, %Na & SAR</p> <p>(a) Nutrients* NO₂+NO₃, orthophosphate</p> <p>(b) Demand parameter: COD</p> <p>(c) Major ions : Cl⁻</p> <p>(d) Other inorganics : F, B</p> <p>(e) Microbiological: Total coliform and faecal coliform</p> <p>(C) Micropollutant (parameters may be selected based on local need) :</p> <p>(2) Pesticides – Alpha BHC, Beta, BHC, Gama BHC (Lindane), OP-DDT, PP-DDT, Alpha Endosulphan, Beta Endosulphan, Aldrin, Dieldrin, 2, 4-D, Carbaryl (Carbamate), Malathian, Methyl, Parathian, Anilphos, Chloropyriphos.</p> <p>(3) Toxic Metals-As, Cd, Hg, Zn, Cr, Pb, Ni, Fe</p> <p>(Pesticides and Toxic metals may be analysed once a year in pre monsoon on selected locations).</p>
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Note:- (i) The parameters mentioned in the above Table shall be the minimal requirement. This does not, however, restrict analysis of more parameters depending upon the specific requirements of the analysing agency and its manpower availability.

(ii) If Chemical Oxygen Demand(COD) value exceeds 20 mg/l, the sample shall be analysed for Biochemical Oxygen Demand(BOD) also.

5. Sample Collection.

(1) The procedure for sample collection in respect of surface water shall be as under:

(a) samples for Baseline and Trend stations shall be collected from well-mixed section of the river or main stem 30 cm below the water surface using a Dissolved Oxygen (DO) sampler or weighted bottle.

(b) samples for Impact stations shall be collected from the point of interest, such as bathing ghat, down stream of point discharge, water supply intakes and other sources.

(c) the Dissolved Oxygen (DO) in the sample shall be fixed immediately after collection and Dissolved Oxygen (DO) analysis shall be done either in the field or in laboratory.

(2) The procedure for sample collection in respect of ground water shall be as under:

(a) open dug wells, which are not in use or have been abandoned, shall not be considered as water quality monitoring station. However, such well could be considered for water level monitoring.

(b) weighted sample bottle to collect sample from an open well about 30 cm below the surface of water may be used. The plastic bucket, which is likely to skim the surface layer only, shall not be used.

(c) samples from the production tube wells shall be collected after running the well for about five minutes.

(d) non-production piezometers shall be purged using a submersible pump. The purged water volume shall equal 4 to 5 times the standing water volume, before sample is collected.

(e) for bacteriological samples, when collected from tube wells or hand pump, the spout or outlet of the pump shall be sterilized under flame by spirit lamp before collection of sample in container.

6. Sample preservation and transportation.

(1) The type of containers and sample preservation to be adopted shall be as mentioned in the Table-3 below:

Table-3

1	2	3
Analysis	Container	Preservation
General	Glass, PE	4°C, dark
BOD	Glass, PE	4°C, dark
COD, NH ₃ , NO ₂ , NO ₃	Glass, PE	H ₂ SO ₄ , PH<2
Coliform	Glass, PE, Sterilised	4°C, dark
DO	BOD bottle	DO fixing chemicals
Fluoride	PE	None
P	Glass	None
Pesticides	Glass, Teflon	4°C, dark
Toxic metals	Glass, PE	HNO ₃ , PH<2

(2) Samples shall be transported to concerned laboratory as soon as possible, preferably within forty-eight hours of collection.

(3) Analysis for coliforms shall be started within twenty-four hours of collection of sample. If time is exceeded, it should be recorded with the result.

(2) Samples containing microgram/l metal level should be stored at 4°C and analyzed as soon as possible. If the concentration is of mg/l level, it can be stored for up to 6 months, except mercury, for which the limit is 5 weeks.

(5) Sample Identification for the water sample analysis for surface and ground water samples shall be as mentioned in the Form-I and Form-II.

7. Sample records.

(1) Each laboratory shall have a bound register, which shall be used for registering samples as they are received. A format for sample receipt register is annexed as **Form – III**.

(2) The Laboratory Incharge shall maintain a register for assignment of work to specific analyst.

8. Analytical techniques.

Each agency shall follow the analytical techniques prescribed in the Standard Methods for Analysis of Water and Wastewater published by American Public Health Association (Latest Edition) or Bureau of Indian Standards (BIS) Methods for Testing Water and Wastewater—methods of sampling and testing (physical and chemical) (IS:3025).

9. Analysis records and data validation.

A recommended format for recording data including all parameters except toxic metals and trace organics is enclosed as **Form – IV**. Report of heavy metals and trace organics as per Table 2 may be recorded separately. Validation checks should be performed in the laboratory on completion of the analysis. The results of laboratory analyses shall be entered in the format provided in **Form – II** for validation.

10. Manpower requirements in laboratories.

The manpower requirements shall be optimised by the concerned monitoring agencies in order to get the maximum utilization of mandays, for timely completion of analysis.

11. Data Processing, Reporting and Dissemination.

Each monitoring agency shall process the analytical data and report the data after validation to the Data Centre at the Central Pollution Control Board. The Central Pollution Control Board shall store the data and disseminate through website or electronic mail to various users on demand.

12. Quality Assurance and Accreditation of Laboratories.

The Quality Assurance Programme for the laboratories of various agencies shall contain a set of operating principles, written down and agreed upon by the organization, delineating specific functions and responsibilities of each person involved. Each laboratory of water quality monitoring agencies shall follow the guidelines of Quality Assurance Programme prescribed by their respective Central Laboratory or Headquarters and shall participate in Inter Laboratory Quality Assurance Programme like Proficiency Testing (PT) organized by them or any other agency on regular basis. The Water Quality Laboratories shall seek recognition from the Ministry of Environment and Forests, Government of India or accreditation from National Accreditation Board for Testing and Calibration Laboratories (NABL) under the Ministry of Science and Technology, Government of India.

[F. No. 15011/8/2004-NRCD]
M. SENGUPTA, Adviser

FORM-I***Sample identification for surface water samples analysis and record.***

Sample code											
Observer	Agency					Project					
Date Time	Station code										
Parameter code	Container				Preservation				Treatment		
	Glass	PVC	PE	Teflon	None	Cool	Acid	Other	None	Decant	Filter
(1) General											
(2) Bacteriology											
(3) BOD											
(4) COD, NH ₃ , NO ₃											
(5) Toxic Metals											
(6) Trace Organics											
Source of sample											
Water	Point		Approach		Medium			Matrix			
0 River 0 Drain 0 Canal 0 Reservoir (lakes/tank/pond)	0 Main current 0 Right bank 0 Left bank		0 Bridge 0 Boat 0 Wading		0 Water 0 Suspended matter 0 Biota 0 Sediment			0 Fresh 0 Brackish 0 Salt 0 Effluent			
Sample type	0 Grab 0 Time-comp		0 Flow-comp		0 Depth-integ			0 Width-integ			
Sample device	0 weighted bottle		0 Pump		0 Depth sampler						
Field determinations											
Temp °C	PH		EC micromhos/cm		DO mg/l						
Odour Code	(1) Odour free (6) Septic (2) Rotten eggs (7) Aromatic (3) Burnt sugar (8) Chlorinous (4) Soapy (9) Alcoholic (5) Fishy (10) Unpleasant		Colour code		(1) Light brown (6) Dark green (2) Brown (7) Clear (3) Dark brown (8) Other (4) Light green (specify) (5) Green						
Remarks											
Weather			0 Sunny 0 Cloudy 0 Rainy 0 Windy								
Water vel. M/s			0 High (> 0.5) 0 Medium (0.1-0.5) 0 Low (< 0.1) 0 Standing								
Water use			0 None 0 Cultivation 0 Bathing & washing 0 Cattle washing 0 Melon/vegetable farming in riverbed. 0 Organised water supply								

FORM-II**Sample identification for ground water samples.**

Sample code												
Observer	Agency				Project							
Date	Time			Station code								
Source of sample: 0 Open dug well 0 Hand pump 0 Tube well 0 Piezometer												
Parameter code	Container				Preservation				Treatment			
	Glass	PVC	PE	Teflon	None	Cool	Acid	Other	None	Decant	Filter	
(1) General												
(2) Bacteriological												
(3) BOD												
(4) COD, NH ₃ , NO ₃												
(5) Toxic Metals												
(6) Tr. Organics												
Field determinations												
Temp °C	PH				EC micromho/cm			DO mg/l				
Odour Code	(1) Odour free (6) Septic (2) Rotten eggs (7) Aromatic (3) Burnt sugar (8) Chlorinous (4) Soapy (9) Alcoholic (5) Fishy (10) Unpleasant				Colour code			(1) Light brown (6) Dark green (2) Brown (7) Clear (3) Dark brown (8) Other (4) Light green (specify) (5) Green				
IF WELL IS PURGED, COMPLETE BELOW:-												
Office Well Data												
Diameter	Q								cm			
Depth	D								m			
Static water level (avg)	SWL								m			
Water column (D-SWL)	H								m			
Initial volume well	V								L			
Projected pump discharge	PQ								L/s			
Projected time of purging (V/PQ)	PT								min			
Field Flow Measurement												
Static water level on arrival	SWL								M			
Actual pump setting									m			
Purging duration									Min			
Pump Discharge before sampling	Q								L/min			
Pump Discharge after sampling	Q								L/min			
Volume purged	V								L			
Dynamic water level	DWL								M			
Field Chemical Measurement												
Time at start of sampling started	T (°C)				EC (micromho/cm)				pH			
+10 min												
+20 min												
+30 min												
+40 min												

FORM-III
Sample Record for Analysis

Date/Time received at lab.	Date/Time collected	Station code	Project	Collecting agency / collector	Preservation	Parameter code	Lab. Sample No.
1	2	3	4	5	6	7	8

Sample receipt register

Note:-

- Column 3 gives the station code conventionally followed by the monitoring agency.
- Column (4) gives the project under which the sample is collected.
- Column (7) corresponds to the parameter(s) code given in the sample identification form.
- Column (8) gives the laboratory sample assigned to the sample as it is received in the laboratory. Note that the numbering has two parts separated by a hyphen. The first part is assigned in a sequential manner as samples are received from various stations. If two samples are collected at the same time from a station for different sets of analysis, the first part of the number is the same. The second part corresponds to the parameter code as given in the sample.
- The results of the analyses of all the samples having the same first part of the code would be entered in the data entry system as one sample having the same station code and time of sample collection

Data record

[illegible]

Lab sample No.	Station code	Cations				Anions							Ion balance	TDS/EC Ratio	BOD/COD Ratio	PH, Vs. Alkalinity Ratio	CO ₃ bal	Verification criteria	Checked by	Remarks	
		Ca ⁺⁺ , meq/l	Mg ⁺⁺ , meq/l	Na ⁺ , meq/l	K ⁺ , meq/l	Total cations meq/l	Cl ⁻ , meq/l	SO ₄ , meq/l	CO ₃ , meq/l	HCO ₃ , meq/l	NO ₂ +NO ₃ , meq/l	Total anions meq/l									{(41)-(47)+(43)-(39)}
1	2	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	
																		(48)			
																		(49)			
																		(50)			
																		(51)			
																		(52)			

श्रम मंत्रालय

नई दिल्ली, 25 मई, 2005

का०आ० 2152.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (संदर्भ संख्या 122/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-05-2005 को प्राप्त हुआ था।

[सं० एल-40012/75/2004-आईआर (डीयू)]

कुलदीप राय वर्मा, डैस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 25th May, 2005

S.O. 2152.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 122/2004) of the Central Government Industrial Tribunal/Labour Court Lucknow now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of D/o Telecom and their workman, which was received by the Central Government on 25-05-2005.

[No. L-40012/75/2004-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW****PRESENT:**

SHRIKANT SHUKLA, Presiding Officer

I.D. No. 122/2004

Ref. No. L-40012/75/2004-IR (DU) dated : 29-10-2004

BETWEEN

Smt. Premlata W/o Sh. Ram Murti
R/o Vill. and Post Gyaghat,
Tehsil Nanpara, Bahraich

AND

1. The Telecom District Manager,
Telecom Deptt. BSNL,
Bahraich
2. The Chief General Manager,
Telecommunication, East,
Lucknow/The Principal General Manager
Lucknow-226001

AWARD

The Government of India, Ministry of Labour vide their Order No. L-40012/75/2004-IR (DU) dated : 29-10-2004 has referred following dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Lucknow for adjudication.

“Whether the action of the management of BSNL, Bahraich in terminating the services of Sh. Prem Chandra, daily wager w.e.f. 31-7-2001 is just and legal? If not, what relief the workman is entitled to?”

The reference order was endorsed to Smt. Premlata, the workman and the Telecom District Manager, Telecom Deptt., BSNL, Bahraich and the Chief General Manager, Telecommunication, East, Lucknow/The Principal General Manager, Pee Kay Bhawan, Lucknow-226001. The reference order was received in Central Government Industrial Tribunal-cum-Labour Court, Lucknow on 31-12-2004 but the workman did not file statement of claim till 28-1-2005. Thereafter, the Presiding Officer ordered the issuance of registered notice to the workman with direction to file statement of claim complete with relevant documents, list of reliance and witnesses by 25-2-2005. The registered notice was issued to the workman on 31-1-2005 vide receipt No. 44 dated 7-2-2005. The office has informed that the registered article containing notice to the workman did not return, un-served in the Tribunal till 4-3-2005 as such, service of notice upon the workman was presumed and the Presiding Officer ordered to issue notice to the opposite party to file written statement. The registered notices were issued to opposite parties No. 1 and 2 vide receipt Nos. 2805 and 209 dtd. 9-3-2005.

None appeared from the opposite parties, though the registered article containing notice to the opposite party No. 2 was received back in the office on 15-3-2005 with remark “Left” whereas, in case of opposite party No. 1, the office has informed that the registered article containing notice to the workman did not return, un-served in the Tribunal till 16-5-2005 as such, service of notice upon the workman was presumed and this Court has no option but to proceed with the case.

It was for the worker Shri Prem Chandra to prove that he was daily wager in the department of telecom, BSNL, Bahraich and he was illegally terminated on 31-7-2001. Since the worker has not appeared, therefore, I have no alternative than to pass no claim award in the present case.

Lucknow : SHRIKANT SHUKLA, Presiding Officer
18-5-2005

नई दिल्ली, 25 मई, 2005

का०आ० 2153.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट (संदर्भ संख्या 114/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-05-2005 को प्राप्त हुआ था।

[सं० एल-12011/135/2000-आईआर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 25th May, 2005

S.O. 2153.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 114/2000) of the Central Government Industrial Tribunal-cum-Labour Court Kanpur (U.P.) as shown in the Annexure, in the Industrial Dispute between the management of UCO Bank and their workman, received by the Central Government on 24-05-2005.

[No. L-12011/135/2000-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

**BEFORE SHRI SURESH CHANDRA,
PRESIDING OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
SARVODAYA NAGAR, KANPUR, U.P.**

Industrial Dispute No. 114 of 2000

In the matter of dispute between :
The Joint General Secretary,
UCO Bank Employees Association
C/o Shri B. P. Saxena,
426-W-2, Basant Vihar,
Kanpur-208021

AND

UCO Bank
Zonal Manager,
Zonal Office,
23, Vidhan Sabha Marg,
Lucknow-226001

AWARD

1. Central Govt. Ministry of Labour, New Delhi vide its notification No. L-12011/135/2000-IR (B-II) dt. 15-9-2000, has referred the following dispute for adjudication to this Tribunal :—

“Whether the action of the Regional Manager UCO Bank Lucknow in imposing the penalty on Sri Murari Lal vide order dated 15-12-98 is justified and legal? If not what relief is the concerned workman entitled to?”

2. In the present case after exchange of pleadings between the parties, the workman was debarred from adducing his evidence in support of his case as he failed to put his appearance before the tribunal on the date of hearing of the case on 21-1-04. In view of it the representative for the management also made a statement before the tribunal on 18-1-05 that since the workman has not adduced any evidence in support of his case, the management is also not inclined to adduce any evidence in the case.

3. In view of position discussed above, it appears that virtually it is a case of no evidence. It is also settled legal position of law that if workman failed to adduce evidence his claim must fail. As the workman failed to prove his case by adducing ocular testimony, the claim of the workman is liable to be rejected.

4. Accordingly it is held that the action of the Regional Manager of management of UCO Bank Lucknow in imposing the penalty on Sri Murari Lal vide order dated 15-12-98 is justified and legal. The result is that the workman is not entitled for any relief pursuant to the present reference made to this Tribunal.

5. Reference is decided accordingly.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 25 मई, 2005

का.आ. 2154.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जयपुर के पंचाट (संदर्भ संख्या 8/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-05-2005 को प्राप्त हुआ था।

[सं. एल-12012/93/2003-आईआर(बी- II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 25th May, 2005

S.O. 2154.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 8/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur, as shown in the Annexure, in the Industrial Dispute between the management of Bank of Baroda and their workmen, received by the Central Government on 24-05-2005.

[No. L-12012/93/2003-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
JAIPUR**

Case No. CGIT-8/2004

Reference No. L-12012/93/2003-IR (B-II)

Sh. Ramesh Kumar Nama,
S/o Sh. Mohan Lal Nama,
R/o Ghati Walo Ka Mohalla,
Near Balaji Mandir,
Niwai, Tonk (Rajasthan)

.....Applicant

Versus

The Deputy General Manager,
Bank of Baroda,
Anand Bhawan, 4th Floor,
Sansar Chandra Road,
Jaipur-302001

.....Non-applicant

PRESENT:

SH. R.C. SHARMA : Presiding Officer

For the applicant : Sh. M.F. Baig.

For the non-applicant : Sh. T.P. Sharma

Date of award : 26-4-2005

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of sub-section 1 to Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act') has referred the following Industrial Dispute for adjudication to this Tribunal which runs as under :

"Whether the contention of the workman Sh. Ramesh Kumar, S/o Shri Mohan Lal that he has worked continuously for more than 240 days in the consecutive 12 months during the period from 1984 to August 2002, is correct and justified ? If yes, whether the action of the Branch Manager, Bank of Baroda, Niwai Branch, Distt. Tonk in terminating the service of the workman is legal and justified ? If not, to what relief the workman is entitled to and from which date ?"

2. The claimant in his statement of claim has pleaded that he was employed as a 4th Class in the year 1984 at Niwai branch of the Bank of Baroda, who continuously worked there and had completed 240 days of work in each calendar year, but his service was terminated on 27-8-2002 in violation of Section 25-F of the Act. He has further stated that at the time of terminating his service the junior persons to him were retained by the bank in violation of Section 25-G of the Act. He has urged that his termination order be declared as unjust and illegal and he be reinstated in the service with its continuity and back-wages.

3. Resisting the claim the non-applicant in his written counter has averred that the workman was employed as a part-time/casual labour to discharge the contingent work, whose employment automatically came to an end on cessation of the work, that he was not regularly appointed after following the prescribed procedure and that he had not completed 240 days of actual work in the calendar year preceding to his termination. The non-applicant has further denied any contravention under Section 25-G of the Act to the part of the bank.

4. In the rejoinder, the workman has stated that he was performing the duties similar to that of a 4th Class as per the direction of the bank and has also mentioned that he was appointed against the vacant post of the 4th Class.

5. On the pleadings of both the parties, the following points for determination were framed :—

I. Whether the workman was appointed by the non-applicant bank to the post of 4th Class in the year 1984, who continuously worked up to 16-08-2002 and whose service was terminated on 17-08-2002 in violation of Section 25-F of the Act ?

II. Whether at the time of terminating the services of the workman his juniors were retained by the non-applicant bank in violation of Section 25-G of the Act and Rule 77 of the Industrial Disputes Rule, 1957 ?

III. Relief, if any.

6. In the evidence, the workman has submitted his affidavit and on behalf of the non-applicants, the counter-affidavit of MW-1, Sh. Hazari Lal Bairwa, the Branch Manager, has been placed on the record. Both these witnesses were cross-examined by the opposite representatives respectively. The workman has also brought on the record as many as 12 documents, whereas the non-applicant has chosen not to adduce any documentary evidence before the Court.

7. I have heard both the parties and have scanned the record. The point-wise discussion follows as under :—

Point No. I

8. The Id. representative for the workman contends that the workman was employed as a 4th Class in the year 1984, who continuously worked till his termination on 17-8-2002. The Id. representative has placed his reliance upon the experience certificates Ex. W-1 to W-3, the record sheet Ex. W-4 and the passbook Ex. W-12 and with the assistance of these documents he has contended that in the each year from 1993 to 1996, the workman has completed more than 240 days of actual work. Countering these submissions, the Id. representative for the bank contends that the workman was not appointed by the bank by following the prescribed procedure which renders his appointment as invalid and he was only engaged on casual basis on the need of the urgent work. His contention is that the controversy is covered by the Section 2(o)(bb) of the Act and the provision under Section 25-F of the Act is not applicable to it.

9. I have bestowed my anxious consideration to the rival contentions.

10. Now, the first question which arises for consideration is whether the claimant was engaged as a 4th Class on daily wages basis by the bank ?

11. The plea set forth on behalf of the workman is that he was employed as a 4th Class in the year 1984 who continuously worked till his date of termination i.e. 17-8-2002. Contrary to it, the stand of the bank is that the disputant was engaged intermittently for attending casual nature of duties in the branch on contractual basis, but no such contract/agreement could be placed on the record on behalf of the bank. However, it is focused from Ex. W-5, the list of empanelled temporary peons, whereby all those temporary employees who had worked for more than 90 days during the period commencing from 1982 to 1990 with the bank were empanelled for future engagement and at its serial number 9 figures the name of the workman. Its forwarding letter addressed by the Regional Manager to the Branch Manager directs the concerned authorities that the temporary peons be engaged only out of the empanelled temporary employees. Thus, on the basis of this document alone, this fact is established that the workman was employed as a 4th Class in the temporary

capacity and it dilutes the submission advanced on behalf of the bank that the workman was engaged on contract basis for a specified term and the contract came to an automatic end after the expiry of its term.

12. Now, I am faced with the question whether the workman has completed 240 days of actual service in a calendar year during the period commencing from 1984 to August, 2002 preceding to his termination?

13. The workman besides his oral evidence has placed his reliance upon the experience certificates, the record sheet and the passbook placed by him on the record. The experience certificates Ex. W-1 and W-2 do not carry so much weight in this controversy since as per Ex. W-1 the workman has completed 135 days in between the years 1984 to 1988 and in accordance with Ex. W-2, he had completed 200 days in the spell of November, 1991 to 26-12-92. However, the experience certificate Ex. W-3 and the record sheet Ex. W-4 are the material documents in this context. Ex. W-3 contains the details of the working days performed by the workman from the year 1992 to the year 1994 which come to 670 days in total. It discloses that the workman had continuously worked in the 12 consecutive months in the year 1993 and the days on calculation come to 305 days in total. Another pertinent document is Ex. W-4, the record sheet including the biodata of the workman duly verified on the basis of the record. It contains the number of working days from the year 1984 to 1988 and thereafter from 1991 to 1996. It discloses that in the year 1993, the workman had completed 305 days of actual work, in the calendar year 1994, he worked for 312 days and in the year 1995, he discharged his duties on 358 days. This fact is also further fortified on the basis of the passbook Ex. W-12 consisting of various parts and a peep at it reveals that the workman was paid the wages for the work discharged by him. Thus, during the employment under the bank in the period from 1984 till the date of his termination in the each calendar year commencing from 1993 to 1995, the workman had completed over 240 days of actual service preceding to his termination. As such, he has fulfilled the requirement envisaged under Section 25-B(2)(a) of the Act whereby he will be deemed to be in continuous employment under the bank and thus he is entitled to get the benefit under this provision.

14. Now, I advert to the oral evidence led by both the parties on this point. The workman in his deposition has testified all these material facts as stated in his claim statement. In this cross-examination, he has stated that Ex. W-1, certificate was issued to him by Sh. Naval Kishor Maheshwari, Manager and has named Sh. Radhey Shyam and Sh. Harish Karnani, the bank authorities who issued the experience certificate Ex. W-2 and W-3 respectively. He has stated that the amount of wages was credited in his account per month and has disclosed his account number as 3790. He has satisfactorily answered all the questions put to him on behalf of the bank and has stood unshaken

in the cross-examination. No fact has surfaced on the record which could result in disbelieving his testimony.

15. As against it, the testimony of MW-1, Sh. Hazari is not trustworthy since he has admitted in his cross-examination that from 1984 to August, 2002 he had never been posted in the Niwai branch, which suggests that he is not acquainted with the facts of the controversy. He could not point out the duration for which the workman was engaged and has further admitted that record sheet, Ex. W-4, passbook Ex. W-12 and other documents Ex. W-5 and W-6 pertain to the bank. On the analytical examination of the materials and the oral evidence available on the record, the workman has succeeded in establishing that he had completed over 240 days of actual service in the each calendar year from 1993 to 1995 prior to this termination, who was undoubtedly not served with one month's notice nor he was paid the pay in lieu thereof, nor the retrenchment compensation before his termination. Therefore, his termination tantamounts to the retrenchment and he is entitled for the protection under Section 25-F of the Act. The Id. representative for the management has referred to the following decisions in support of his submission, which I have carefully gone through, but their facts are quite dissimilar to the present controversy and the Id. representative does not derive any assistance from them. 2002 SCC (L&S) 367, 2003 (1) LLJ Mad. 1015, 1997 SCC (L&S) 478 and 2001 (1) WLC 592. This point, therefore, is decided in favour of the workman and against the bank.

Point No. II

16. The Id. representative for the workman contends that the workman has stated in his affidavit that junior persons to him were retained at the time of his termination and on this point he has not been cross-examined.

17. The onus to prove this fact lies upon the workman, who has not disclosed the names of such junior persons in his pleadings who were retained by the bank at the time of his termination. Therefore, no evidence could be led to substantiate this plea raised on behalf of the workman. This point is accordingly decided against the workman.

RELIEF

18. On account of the decision of point number I in favour of the workman, his claim deserves to be allowed.

19. I have also considered on the aspect of the back-wages. The workman has pleaded his unemployment since the date of his termination, but in his cross-examination he has admitted that is earning his livelihood by working as a labourer and is earning nearly Rs. 1800—2000 per month. Thus, he appears to be gainfully employed and does not deserve to be awarded with the back-wages.

20. In the result, the reference is answered in the affirmative in favour of the workman and against the bank

to this effect that the workman during the period from 1984 to August, 2001, has continuously worked over 240 days in each calendar year commencing from 1993 to 1995 and his claim deserves to be allowed. It is further held that the action of the management of Bank of Baroda in terminating his service is illegal and unjustified and the workman is entitled to be reinstated in the service with its continuity, but without back-wages. An award is passed in these terms accordingly.

21. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R.C. SHARMA, Presiding Officer

नई दिल्ली, 25 मई, 2005

का.आ. 2155.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ बिकानेर एंड जयपुर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (केस नं. सी जी आई टी-28/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-05-2005 को प्राप्त हुआ था।

[सं. एल-12012/88/2002-आईआर(बी- I)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 25th May, 2005

S.O. 2155.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Case No. CGIT-28/2003) of the Central Government Industrial Tribunal/Labour Court, Jaipur, now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of State Bank of Bikaner and Jaipur and their workmen, which was received by the Central Government on 24-05-2005.

[No. L-12012/88/2002-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

Case No. CGIT-28/2003

Reference No. L-12012/88/2002-IR (B-I)

Smt. Koshalya Devi,
W/o Sh. Lal Chand,
Plot No. 9, Poultry Farm,
Khatipura, Sirsi Road,
Distt. Jaipur

.....Applicant

Versus

1. The General Manager (Operations)
State Bank of Bikaner & Jaipur, Head Office,
Tilak Marg, Jaipur.

2. The Dy. General Manager,
State Bank of Bikaner & Jaipur,
Zonal Office, Sarojini Marg,
C-Scheme, Jaipur.

3. The Assistant Gen. Manager (I),
State Bank of Bikaner & Jaipur,
Zonal Office, Sarojini Marg,
C-Scheme, Jaipur.

4. The Branch Manager,
State Bank of Bikaner & Jaipur,
Khatipura Branch,
Jaipur.

.....Non-applicants

PRESENT:

Presiding Officer : SH. R.C. SHARMA

For the applicant : Sh. C.D. Chaturvedi.

For the non-applicant : Sh. Anurag Aggarwal

Date of award : 26-4-2005

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of sub-section 1&2(A) to Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act') has referred the following Industrial Dispute for adjudication to this Tribunal which runs as under :

"Whether the demand of the workman Smt. Koshalya Devi, Safai Karmachari through All Bank Safai Karmachari Sangh to grant full scale wages by the management of State Bank of Bikaner and Jaipur is justified and fair? If yes, to what relief Smt. Koshalya Devi is entitled to and from what date?"

2. The applicant-union in its claim statement has pleaded that the workman Smt. Koshalya Devi joined the services of the Bank w.e.f. September, 1985 as a part-time sweeper at its Khatipura branch, Jaipur who was drawing the salary @ Rs. 100/- per month from September, 1985 to July, 1989 and @ Rs. 175/- per month w.e.f. August, 1989 to 31-5-92 but w.e.f. 1-6-92, one half pay scale was sanctioned to her by the Regional Manager of the bank. It has been further averred that by the circular dated 29-4-92, the working norms were prescribed which say that the working hours of the sweepers are to be fixed as per the cleaning area of the concerned branch and in case the area is exceeding 5001 sq. ft., it will require more than 29 hours of working during every week which would entitle the employee to full scale wages. It has been stated that the workman is cleaning 5673 sq. ft. area in the branch, which led her to represent to the bank and the General Manager vide his letter dated 20-8-97 had recommended her case to the higher authorities confirming this fact. The Union has pointed out that in this regard few letter were also addressed by the Branch manager to the concerned higher authorities verifying the cleaning area to be more than 5001 sq. ft. and that she has to work for about 30 hours per

week. It has been categorically stated that the workman was performing the job at the branch from 7 am to 12 pm every day and that the bank management had revised her pay scale from $\frac{1}{2}$ to $\frac{3}{4}$ with prospective effect, whereas in terms of the aforesaid circular, she was entitled to receive the full-scale wages w.e.f. 1-3-92. The Union has urged that the pay-scale of the workman be revised @ full scale wages w.e.f. 1-3-92 and the arrears of difference of salary from 1-3-92 onwards be paid to her along with the interest @ 12 per cent per annum.

3. Resisting the claim, the non-applicants in their written statement have averred that the workman is not a member of the Union, that the workman was not employed as a part-time sweeper but was engaged as a casual labour w.e.f. September, 1985, but she was engaged on payment of consolidated monthly wages @ Rs. 100/- per month from September, 1985 to July, 1989 and on payment of Rs. 175 consolidated monthly wages from August, 1989 to February, 1992. It is stated that thereafter she was appointed in the $\frac{1}{2}$ pay-scale w.e.f. 1-3-92. The non-applicants have pointed out that the carpet cleaning area of the bank was 5674.90 sq. ft. including the garage, parking, locker room at basement, strong room, etc. which do not require cleaning. According to the averments of the non-applicants, the total cleaning area comes to 3376.87 sq. ft. only and that the workman is devoting 17-18 hours per week, who has been awarded the pay-scale in the category admissible to her in accordance with the circular dated 29-4-92. They have admitted that pay-scale of the workman has been increased from $\frac{1}{2}$ to $\frac{3}{4}$ and that vide order dated 3-10-2002, she was transferred from Khatipura Branch to the Malviya Nagar Branch, where she is performing her duty from 26 to 29 hours per week and looking to the cleaning area of the branch at Malviya Nagar, her wages were hiked to the $\frac{3}{4}$ pay-scale. The non-applicants have further disclosed that the cleaning area of the Malviya Nagar Branch is 3000 sq. ft. in total and the workman is being paid $\frac{3}{4}$ pay-scale which is justified as per the aforesaid circular.

4. In the rejoinder, the Union has reiterated the facts as stated in the statement of claim.

5. On the pleadings of both the parties, the following points for determination were framed :—

- I. Whether the Smt. Koshalya Devi joined the service of Bank w.e.f. September, 1985 as a part-time sweeper and from this period to July, 1989 she was drawing the salary @ Rs. 100 per month, from August, 1989 to 31-5-1992 @ Rs. 175 per month and from 1-6-1992 half pay scale was sanctioned to her by the Bank? BOA
- II. Whether the workman is entitled for revision of her pay scale from 1-3-92 at the rate of full scale wages per month and to get the arrears of difference of salary from 1-3-92 onwards? BOA
- III. Whether in the absence of the conciliation proceedings, the reference is invalid? BONA

IV. Whether the applicant union is not a registered one and the workman is not its member and on these grounds, the claim in question is not maintainable? — BONA

V. Relief, if any.

6. In the evidence, the Union has examined the workman Smt. Koshalya Devi and on behalf of the non-applicants, the Counter-affidavit of MW-1, Sh. Chauthmal Aheer has been brought on the record. Both these witnesses were cross-examined by the opposite representatives respectively. The union has led the documentary evidence also, whereas the non-applicants have chosen not to adduce the documentary evidence.

7. I have heard both the parties and have scanned the record. The point-wise discussion follows as under:—
Point No. I & II.

8. Since both these points involve the identical facts, these are being discussed together.

9. The Id. representative for the Union contends that the workman joined the services of the bank w.e.f. September, 1985 and from this period she was being paid the consolidated monthly wages. However, w.e.f. 1-3-92, she was given $\frac{1}{2}$ of the scale wages. The management of the bank issued a circular dated 29-4-92 wherein it is stated that scale of wages are to be fixed on carpet area along with the working hours. The Id. representative further contends that in view of the norms prescribed in this circular the workman is entitled to get the full-scale wages w.e.f. 1-3-92 and the Union in support of its contention has brought the documentary evidence on record which proves that she was cleaning around 5674 sq. ft. of carpet area and was working for 30 hours per week. The Id. representative has also contended that the statement of the workman is also corroborated by the management witness, and therefore, she is entitled for full scale wages.

10. Countering these submissions, the Id. representative for the bank contends that the Union has belatedly raised the demand and the area shown in the letter of Branch Manager is the total area, but the carpet area which was being cleaned by the workman is less than 5000 sq. ft. and that she was not performing for 30 hours per week. The Id. representative further contends that the workman was transferred on 3-10-92 from Khatipura Branch to Malviya Nagar Branch, where she has been granted $\frac{3}{4}$ scale wages and she had not protested it.

11. I have bestowed my thoughtful consideration to the rival contentions.

12. Ex. W-10 is the circular dated 29-4-92 which prescribes the norms for revisions of the pay scale of safaiwalas and it stated that a safai employee who is cleaning 5001 sq. ft. area and is devoting 29 hours per week will be entitled to get the full scale wages w.e.f. 1-3-92. On behalf of the bank, it has been categorically pleaded in the written counter that the workman was provided $\frac{1}{2}$ scale of wages w.e.f. 1-3-92 and it has been further exhibited that from 3-10-92, she was transferred

from Khatipura branch to the Malviya Nagar branch. Both these facts have been admitted by the workman in her deposition. Thus, the factual position emerging out of the record is that the workman was getting $\frac{1}{2}$ scale wages w.e.f 1-3-92 and that she had performed her duties up to 2-10-92 at Khatipura branch and thereafter she was transferred to the Malviya Nagar branch. Now, the questions which crop up for determination are (i) whether the workman was cleaning the carpet area of more than 5000 sq. ft. at Khatipura branch and was performing her duties for more than 29 hours per week and (ii) whether she was also cleaning the carpet area of 5000 sq. ft. at Malviya Nagar branch and was devoting 29 hours or more in this branch.

13. First, I will dwell on the workman's entitlement at Khatipura branch. The Union to substantiate its plea has led the documentary as well as oral evidence on these points. The workman has exhibited the documents in her deposition. Ex. W-1 is a letter dated 27-9-2000 intimating by the Branch Manager to the workman that as per the lease deed the area of the Khatipura branch is 5674.90 sq. ft. Ex. W-4 is the reply dated 8-11-2001 rendered by the Chief Manager during the proceedings before the Assistant Labour Commissioner wherein at para 2 the bank has exhibited the area of the Khatipura branch as 5674.90 sq. ft. Ex. W-5 is the another letter dated 20-8-97 addressed by the Branch Manager to the Assistant General Manager wherein the same area of the Khatipura branch has been shown. In this sequence, the material letter is Ex. W-6 dated 1-1-99 whereby the Assistant General Manager has enquired about the area of Khatipura branch, which has been shown as 5024 sq. ft. on behalf of the Branch Manager. The next much emphasized letter is Ex. W-7 dated 22-1-99 which sheds the light on the controversy by describing the area of the branch as 5024 sq. ft. and the time consumed in cleaning as nearly 30 hours per week. This letter has been addressed by the Branch Manager to the Assistant General Manager recommending that the workman is cleaning around 6000 sq. ft. area including the parking area and that the scale of wages of the workman be accordingly revised. Thus, on the strength of these documents, it stands established that the workman was cleaning more than 5000 sq. ft. of carpet area and was performing her duties nearly 30 hours per week. These documents fulfil the requirements for the grant of the full-scale wages as laid down in the circular Ex. W-10.

14. Turning to the oral evidence, the workman in the cross-examination has clearly stated that the cleaning area of the Khatipura Branch was around 6000 sq. ft., where she was devoting nearly 36 hours per week. She has categorically stated that from 7 a.m. to 2/3 p.m., she used to perform her duties at the Branch. Contrary to it, the management could not be successful to rebut the evidence adduced on behalf of the union. Thus, the contention advanced on behalf of the union is fortified from the record of the bank as well as from the oral evidence of the workman on the point.

15. Now, I switch to the another question whether the similar was the position of the cleaning area and

working hours at Malviya Nagar. Apparently, on behalf of the union no document indicating the total area of the Malviya Nagar branch cleaned by the workman could be exhibited. On behalf of the bank, it has been categorically pointed out that after the transfer of the workman from Khatipura Branch to the Malviya Nagar Branch, looking to the nature of her duties i.e. where nearly 26-27 hours are being devoted by her at the Malviya Nagar branch, $\frac{3}{4}$ scale of wages was granted to her, which was accepted by her without raising any protest. Furthermore, the area of the Malviya Nagar branch as shown on behalf of the bank is nearly 3000 sq. ft., which is lesser than the prescribed norm.

16. In the cross-examination, the workman could not be able to point out the cleaning area of the Malviya Nagar branch and has pleaded ignorance from the fact that it could be around 3000 sq. ft. Thus, the union has not succeeded to bring on the record any cogent evidence on this point and has failed to justify the grant of the full-scale wages to the workman since 3-10-1992 onwards on her being transferred to the Malviya Nagar branch.

17. To sum up, the main question is partly determined in favour of the workman to this effect that she is entitled for revision of her pay scale from 1-3-1992 to 2-10-1992 @ full scale wages per month during her employment at Khatipura Branch. But for the remaining period she is not entitled to get the full-scale wages. In this manner, these points are partly decided in favour of the workman.

Point No. III

18. The Id. representative for the bank does not press this point.

Point No. IV

19. On behalf of the union, it has been contended that it is a registered union and the workman is its member. In support of this submission, the registration certificate of the union Ex. 9 has been placed on the record. The non-applicants have failed to rebut this fact. Accordingly, this point is decided in favour of the workman and against the non-applicants.

Relief

20. As a result of the decision of points No. I & II, partly in favour of the workman, the workman is entitled for revision of her wages for the period from 1-3-1992 to 2-10-1992 only @ full scale wages per month.

21. In consequence, the reference is answered in the manner that the workman Smt. Koshalaya Devi is entitled for the revision of her pay scale from 1-3-1992 to 2-10-1992 @ full-scale wages per month and to get the arrears of difference of salary of this period. Her demand for the said revision of pay scale at the rate of full scale wages for the remaining period is not justified. An award is passed in these terms accordingly.

22. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R.C. SHARMA, Presiding Officer

नई दिल्ली, 25 मई, 2005

का.आ. 2156.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दी ओरिएंटल इन्श्योरेंस कम्पनी लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाट (संदर्भ संख्या सी.जी.आई.टी. 39/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-5-2005 को प्राप्त हुआ था।

[सं. एल-17012/7/2004-आई आर (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 25th May, 2005

S.O. 2156.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-39/2004) of the Central Government Industrial Tribunal/Labour Court, Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of The Oriental Insurance Company Ltd. and their workmen, which was received by the Central Government on 24-5-2005.

[No. L-17012/7/2004-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, JAIPUR

Case No. CGIT-39/2004

Reference No. L-17012/7/2004- IR (B-I)

Sh. Dilip Kumar,
S/o. Sh. Banwari Lal,
R/o A-397, Shiv Colony, Phase-IV,
Baiji Ki Kothi, Jhalana Doongari,
Jaipur. Applicant

Versus

1. The Oriental Insurance Company Ltd.,
Through The Regional Manager,
Regional Officer, Sansar Chandra Road,
Jaipur.
2. Branch Manager,
The Oriental Insurance Company Ltd.,
Stationary Department,
B-34, Vijay Path, Tilak Nagar,
In front of Maheshwari School,
Jaipur. Non-Applicants

PRESENT:

Presiding Officer : Sh. R.C. Sharma
For the applicant : Sh. B.D. Bhardwaj
For the Non-applicants : Sh. R.K. Salecha
Date of award : 15-4-2005

AWARD

1. The Central Government is exercise of the powers conferred under Clause 'D' of Sub-sections 1 & 2(A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act') has referred the following industrial dispute for adjudication to this Tribunal which runs as under :—

“Whether the action of the management of Oriental Insurance Company Limited, Jaipur in discontinuing the services of Shri Dilip Kumar S/o Shri Banwari Lal w.e.f. 4-2-2003 is legal and justified? If not, what relief the claimant is entitled to and from which date?”

2. The workman in his statement of claim has pleaded that he was initially appointed in the Oriental Insurance Company (for short the company) in its stationary department situated at B-34, Vijay Path, Tilak Nagar, Jaipur. He has further stated that along with him four other sweepers, viz., Pramod, Umed, Amarchand and Madan were also employed in the same office, but his service was terminated on 4-2-2003 in violation of Section 25-F of the Act. He has further averred that he is a workman as defined under Section 2-S of the Act and has also alleged that the impugned termination in is contravention of Section 25-G of the Act. He has urged that his termination be declared illegal and he be reinstated in the service with full back wages and other consequential benefits.

3. Resisting the claim of the workman, the non-applicants in their written-counter have averred that the workman was never appointed as a sweeper, that the non-applicant company had its stationary godown situated at B-34, Vijay Path, Tilak Nagar, Jaipur having carpet area of 2318 sq. ft. in which four rooms along with open space were used for the storage of stationary and the services of the workman were undertaken in May, 1996 to clean and sweep the area of around 500 sq. ft. on contractual basis on payment of Rs. 200/- per month. It has been further stated that Mr. Pramod Kumar, Umed, Amarchand and Madan, the four sweepers were appointed on regular basis as part-time sweepers and after following the prescribed procedure for recruitment, who were subsequently appointed as full-time sweepers w.e.f. 31-1-2003. They have denied the claimant to be a workman falling under Section 2-S of the Act and have stated that his services were of the nature of contract for service.

4. In the rejoinder, the workman has reiterated the facts as stated in the statement of claim and has further added that he was continuously working since May, 1996, which shows that there was a clear willingness of the non-applicants to hire his services for full-time.

5. On the pleadings of the parties, the following points for determination were framed :—

- I. Whether the workman was appointed as sweeper in May, 1996 by the non-applicant company, who continuously worked up to 3-2-2003 and whose service was terminated on 4-2-2003 in violation of Section 25-F of the Industrial Disputes Act?

II. Whether at the time of terminating the service of the workman his junior employees named at para-2 of the Statement of Claim were retained by the non-applicant Co. in violation of Section 25-G of the Industrial Disputes Act?

III. Whether the applicant falls under the definition of workman as defined under Section 2-S of the Industrial Disputes Act?

IV. Relief, if any?

6. In the evidence, the workman has examined himself as WW-1 and on behalf of the non-applicants, the counter-affidavits of MW-1, Ashok Kumar Gupta, MW-2, Mrs. Neelam Seth and MW-3, Arjun Raj Rao were submitted. All the witnesses were cross-examined by the opposite representatives respectively. Both the parties have also led the documentary evidence.

7. I have heard both the parties and have scanned the record. The point-wise discussion follows as under :—

Point No. I & III

8. Since both these points involve the identical facts and question of law, they are being discussed together hereunder.

9. The Id. representative for the workman contends that in May, 1996, the claimant joined the office of non-applicant No. 2 as a sweeper and continued to work upto 4th February, 2003. He has submitted the applications before the concerned authority for his regular appointment and Sh. Arjun Raj Rao (MW-3) had forwarded it along with the recommendation letter Annexure 4 to higher authorities for his appointment. But after a lapse of 7 years in service of the claimant was terminated simply on the ground that the non-applicants have shifted their office at another place. The Id representative further submits that the management witnesses have admitted the continuous working of the workman.

10. Controverting these submissions, the Id. representative for the management has first assailed the submission made on behalf of the claimant that he is a workman as defined under Section 2-S of the Act on the ground that the non-applicant company transits the business of insurance, that the stationary was housed in that building and the utilization of that building was simply for storing the stationary. His submission is that the claimant had volunteered that he would provide the services of cleaning the area and that no appointment letter were issued by the company. The Id. representative adds that to come in the sweep of Section 2-S of the Act, it is required to be decided as to whether it was a contract for service or a contract of service and whether a master-servant relationship was ever created. The Id. representative further contends that it has not been pleaded by the workman nor any evidence has been brought about that he was working under the supervision of the company. His assertion is that it was a contract for service, that the company never agreed and accepted the workman as its employee and that

he was being paid Rs. 200 per month, which he voluntarily accepted. The main emphasis of the Id. representative is that he was an independent entrepreneur. That the Id. representative has also contended that the attending circumstances show that why he would continue to work for 7 years on the stipulated amount and on these grounds he is not a workman within the sweep of Section 2-S of the Act. The Id. representative has vehemently denied that the workman was employed as a sweeper by the company on the counts that no appointment letter was issued to him, that it was a rented premises, that it was shut down on shifting to the another building where the company had no need of sweeper and the contract for service was not renewed accordingly and, therefore, Section 25-F of the Act is not attracted in the present case. Both the Id. representatives in support of their submissions have referred to the judicial pronouncements which find discussion hereunder.

11. Now, the prime question which arises for consideration is whether the claimant was employed as a sweeper by the company or whether sweeping and cleaning work was assigned to him by the company on contractual basis? In other words, whether it was a contract of service or a contract for service?

12. Admittedly, no contract/agreement in writing could be adduced by either side to show that the workman was either employed on contractual basis as a sweeper or the work of sweeping and cleaning was assigned to him. In this context, although it has been emphatically contended on behalf of the company that the workman was providing the services of cleaning and sweeping, yet no documentary evidence e.g. floating of the tenders could be brought on the record on behalf of the company.

13. Now, I switch to the oral evidence adduced by the rival parties. The workman in his affidavit has reiterated his stand by stating that he was appointed as a sweeper in May, 1996 on the consolidated monthly payment of Rs. 200 and a recommendatory letter dated 28-11-2002 was forwarded on behalf of the company to the competent authority for appointing him as a regular safaiwala in the company. He has stated that for 6 or 7 years, he performed his duties as a safaiwala under the company. In his cross-examination, he has further deposed that he had not received any appointment letter from the company, that he was performing the work of cleaning, mopping and dusting in the stationary department of the company and in addition to this work, he also discharged the task of a 4th Class such as filling the drinking water and serving tea to the employees. His deposition is that from 10 am to 1 pm, he used to perform his duties in the office.

14. As against it, the management witnesses in their testimony respectively have deposed that the workman was providing his services for sweeping and cleaning of the premises where the area under sweeping and cleaning was 500 sq. ft. for which he was being paid Rs. 200 per month from May, 1996. MW-1, A.K. Gupta, the then in-charge of the stationary department, MW-2, Mrs. Neelam

Seth is the in-charge of the personnel department and MW-3, Arjun Raj Rao, the Assistant Manager had been posted as in-charge of the stationary in the relevant time. The management witnesses have deposed in their cross-examinations respectively that the workman was working on the hourly basis who attended the office only for half an hour for cleaning and sweeping the premises. MW-1, A.K. Gupta has admitted in his cross-examination that only one peon and record keeper were posted in their branch, where the workman was performing the work of sweeping MW-2, Mrs. Neelam Seth has pleaded ignorance to the fact as to how the payment of wages was made to the workman. MW-3, Arjun Raj Rao has failed to reply to a question put on behalf of the workman as to whether it was necessary under the rules of the company to engage a person as part-time sweeper prior to his appointment in the company. Thus, it sounds from the aforesaid facts which emerge from the oral evidence gathered on the record that the claimant was performing the work of a sweeper as a part-time employee. The case set up by the non-applicants that the claimant volunteered himself to provide the service of sweeper is not supported even from the oral evidence. Rather, it is reflected that he was working under the control and supervision of the company. It can be safely presumed that the connected record for payment of the wages was lying with the company and by producing it, it could enable the Court to record a finding that the payment of wages was made to the workman for providing his services to the company. But even no such document e.g. pay voucher or ledger account can be brought on the record on behalf of the company. Obviously, there was also economic control of the company and the payment of wages was made to the workman on account of his engagement as a safaiwala.

15. Turning on the documentary evidence available on the record, the workman has relied upon the applications Exts. 1 and 2 whereby he had applied for his appointment as a sub-staff in the company. In his application Ex. 3 dated 28-11-2002, addressed to the Regional Manager of the company, he has urged that for the last 6 or 7 years he has working as a safaiwala on the temporary basis on payment of Rs. 200 per month, which is smaller amount for his livelihood and that he may be regularly appointed to this post. Ex. W-4 is a recommendatory letter dated 28-11-2002, admittedly addressed by MW-3, Arjun Raj Rao, the Assistant Manager to the personnel department suggesting that Dilip Kumar is regularly and satisfactorily working as a safaiwala in this office for the last several years merely on the payment of Rs. 200 per month, who is industrious and honest and is recommended for his appointment as a part-time in this office. This document goes to establish that on 28-11-2002, the workman was continuously working for the last several years with the company and on the strength of this document, it can be safely assumed that from the month of his employment i.e. from May, 1996 to 28-11-2002, the workman had completed 240 days of actual work in each calendar year falling in between this period and thus he will be deemed to be in continuous service of the employer in view of Section 25 B2(a) of the Act. To be more

clear, the calendar years of the aforesaid period may be shown as below :—

- (i) from 4-2-97 to 3-2-98
- (ii) from 4-2-98 to 3-2-99
- (iii) from 4-2-99 to 3-2-2000
- (iv) from 4-2-2000 to 3-2-2001
- (v) from 4-2-2001 to 3-2-2002.

16. Admittedly, neither one month's notice nor pay in lieu thereof may the retrenchment compensation were paid to the workman in violation of Section 25-F of the Act. Thus, on the overall assessment of the evidence, documentary as well as oral, these facts stand proved that the workman performed his duties as a part-time sweeper in the company under its direct control and supervision who was paid the consolidated monthly wages worth Rs. 200 and that there existed a nexus of employer-employee between the contesting parties. The Id. representative for the workman has referred to the decision report in 1977 LLR Punjab & Haryana 476, wherein the Hon'ble Court has observed that a part-time workman is also included in the definition of workman as defined under Section 2-S of the Act. Thus, the workman is entitled to get the protection under Section 25-F of the Act.

17. The Id. representative for the non-applicants has also referred to the decision reported in 1997 (II) LLJ Punjab & Haryana 959, whereof the facts are that the respondent corporation was supplying materials to weavers for weaving carpets and providing market facilities. There was no control and supervision over the work of the weavers of the company, who did their work according to their own convenience and supplied their carpets to another respondent corporation. On these facts, it was held that there was no control whatsoever over the work of the weavers and no relationship of master and servant existed between them. Apparently, the facts of the referred to decision are dissimilar to the controversy on hand and the Id. representative does not derive any assistance from it.

18. To conclude, the workman has succeeded to establish his plea that he was engaged as a part-time employee who performed the duties of cleaning and dusting in the premises of the company and whose services were hired by it on the payment of consolidated monthly wages which tantamounts to a contract of service. The relationship of employer-employee existed between both the parties. Accordingly, both these points are decided in favour of the workman.

Point No. II

19. The onus to prove that at the time of terminating the workman's service, the junior persons to him named at para 2 of the claim statement were retained by the company in contravention of Section 25-G of the Act, lies upon workman. The Id. representative for the workman contends that Umed Kumar joined on 29-8-96 and Pramod Kumar on 21-12-98 after the workman had joined the company. But

these two persons were subsequently appointed in regular cadre w.e.f. 31-1-2003, who were given preference over senior workman while the nature of the job was the same.

20. Arguing contra, the Id. representative for the company submits that admittedly during the years from 1996 to 1998, four persons were employed by the company but only after following the requisite procedure and the workman never agitated this issue of their appointment before the company.

21. The workman at para 2 of his claim statement has named 4 other sweepers, viz., Pramod, Umed, Amarchand & Madan who were appointed along with him. It has been categorically stated by the non-applicants in their written-counter that these workmen were regularly appointed by the company after following the prescribed procedure. The workman has failed to bring on record any evidence that these workmen were employed as part-time employees along with him on contractual basis. In his affidavit, he is silent on this point. It, therefore, appears that the workman has not led any evidence to substantiate his plea on this count, whereas the non-applicants have emphatically denied this fact and have clearly stated their plea that these persons were recruited through the prescribed procedure. Hence, the case of the claimant cannot be equated with these employees and the submission made on his behalf cannot be maintained. I find force in the submission made on behalf of the company in this context. Accordingly, this point is decided against the workman and in favour of this non-applicants.

RELIEF

22. On account of the decisions on point No. I & III in favour of the workman, his claim deserves to be allowed.

23. In the result, the reference is answered in the affirmative in favour of the workman and against the company and it is held that the action of the company of discontinuing the services of claimant, Dilip Kumar w.e.f. 4-2-2003 is illegal and unjustified. His claim is allowed. It is further held that the workman Sh. Dilip Kumar is entitled to be reinstated in the service with its continuity and 50 per cent of back-wages. An award is passed in these terms accordingly.

24. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R.C. SHARMA, Presiding Officer

नई दिल्ली, 25 मई, 2005

का. आ. 2157.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद I के पंचाट (संदर्भ संख्या 107/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-5-2005 को प्राप्त हुआ था।

[सं. एल-20012/466/95-आई आर (सी-I)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 25th May, 2005

S.O. 2157.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 107/2000) of the Central Government Industrial Tribunal/Labour Court Dhanbad-I now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 24-5-2005.

[No. L-20012/466/95-IR(C-I)]

S.S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference U/s. 10(1)(d)(2A) of I.D. Act.

REFERENCE NO. 107 OF 2000

PARTIES:

Employers in relation to the management of C. V. Area of
M/s. B.C.C.I. Ltd.

And

Their Workmen

PRESENT : Shri S. Prasad, Presiding Officer

APPEARANCES:

For the Employers : Shri B.M. Prasad,
Advocate

For the Workman : None

State : Jharkhand Industry : Coal

Dated, the 9th May, 2005

AWARD

By Order No. L-20012/466/95-IR (Coal-I) dated 2-1-1997 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of Sub.sec. (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the statement of Rashtriya Colliery Mazdoor Sangh, that the date of birth as recorded in the Form 'B' Register in respect of the Sri Dharu Bouri, S.T. Loader is incorrect and his correct date of birth is 15-10-45 is correct? If yes, to what relief the concerned workman is entitled?"

2. This reference is pending for adducing evidence on behalf of the workman since 2-8-2002, but even today none appears to take any step, though several adjournments were granted. Therefore, it appears that neither the sponsoring union nor the concerned workman is interested to contest the case.

3. In such circumstances, I render a 'No Dispute' Award in the present reference case.

S. PRASAD, Presiding Officer

नई दिल्ली, 25 मई, 2005

का. आ. 2158.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आई. बी. पी. लि. के प्रबंधन के संबंध में निरीक्षणों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 111/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-5-2005 को प्राप्त हुआ था।

[सं. एल-20040/78/95-आईआर (सी-I)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 25th May, 2005

S.O. 2158.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 111/96) of the Central Government Industrial Tribunal/Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of IBP Ltd., and their workman, which was received by the Central Government on 24-5-2005.

[No. L-20040/78/95-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SARVODAYA NAGAR, KANPUR

SRI SURESH CHANDRA,

Presiding Officer :

INDUSTRIAL DISPUTE NO. 111 OF 96

In the matter of dispute between :

Shri Antony Das,
S/o Sri Sarpi Lal
House No. 5/215, Refinery Nagar,
Mathura.

AND

Depot Manager,
I.B.P. Limited Mathura Refinery,
Mathura.

AWARD

1. Central Government, Ministry of Labour, New Delhi, Vide notification No. L-20040/78/95 UR (Coal-I) dated 7-11-1996 has referred the following dispute for adjudication :

“Whether the claim of Sri Antony Das that he was illegally removed from the services in violation of

provisions of I. D. Act by the Management of IBP Ltd., Mathura, is legal and Justified ? If so, to what relief is Sri Antony Das entitled ?”

2. Brief facts giving rise to the presently claim as stated by the claimant Antony Das in his statement of claim are that the claimant started working under the Management of IBP Ltd., Mathura, as a peon w.e.f. 1-9-90 and that the management discontinued his services w.e.f. 1-6-93 without assigning any reasons. It has been alleged by the claimant that during the course of his employment with the management he used to get the challan passed from IOC Mathura, he also used to clean the Office, bring drinking water, tea for the staff Claimant has further alleged that he used to prepare excise slips, used to fill up the Tank Lorry from TTL also used to put seal on tank lorry. Claimant used to remain on duty w.e.f. 8.00 A.M. to 5 P.M. Claimant has further alleged that first Depot Manager was Vijay Sethi and Operation Officer was Sri Chand Kishore and that after Vijay Sethi Shri Trivedi joined whereafter Shri Sanjay Mathur Operation Officer joined Claimant has further alleged that Rs. 1308/- was being paid to him as wages. It has also been alleged by the claimant that the Management used to deduct provident fund from his wages, regularly. The Management used to deposit the same with Personne. Manager New Delhi. It is further alleged by the claimant that according to the Management the services of the workman were used due to excess work. In the end it has been alleged by the workman that justice be done with him.

3. Management of IBP Limited contested the claim of the claimant and filed written statement alleging therein that the concerned workman in all had worked for a total period of 120 days between 1st September, 1990 and 30th June, 1993 and that the services of the workman were engaged purely on temporary and adhoc basis for the first time between 1st September, 1990 and 30th September, 1990. Thereafter his services were once again availed of during the period 10th July, 92 and 8th August, 1992. It has further been alleged by the management that similarly on third occasion, the services of the workman were availed of between 1st April, 1993 and 30th April, 1993, and that finally the services of the workman were utilised by the management during the period 1st June, 1993 to 30th June, 1993, and in this way the workman has rendered services for only 120 days during a period of four years. the claim of the workman is perverse incorrect and that the workman is not entitled for any relief. It has further been alleged that during the limited period of services rendered the workman as unskilled workman he was entrusted with the duties of having the challans deposited with the concerned authority. The management in its reply has admitted fact that the workman performed the duties of peon and has also admitted the fact that the workman maintained the challans as the same are the part of the duties of a peon. It has also been admitted by the management that during the period

of temporary service the workman used to accompany the tank lorries to the filling shed. Management has also admitted the fact that the responsibilities entrusted to the workman was in the unskilled category, hence the workman was required to affix company's seal before the tank lorry left the depot. It has been alleged by the management that as and when the workman performed his duties beyond normal working hours he was paid overtime wages. Management has admitted the fact that the workman was paid his wages at Rs. 1318 instead of Rs. 1308 as alleged by the workman. It is further stated by the management that the workman contributed to the Provident Fund and that from the redcord it is obvious that an amount of Rs. 117 was deducted towards provident fund and Rs. 15 towards family pension fund and the same was duly deposited with the Regional Provident Fund Commissioner alongwith Company's Contribution thereon. Management has further alleged that during exigencies of work the services of the workman were used on temporary and adhoc basis. In the end it has been alleged by the management that the claim of the workman is not liable to be allowed and the workman is not entitled for any relief.

4. The workman has filed rejoinder in which it has been alleged that in the month of September 1993, management engaged fresh hands by name S/Sri Banwari Lal Saini, Pooran Singh, Banmali Das, Kalishah Tiwari, Asit Kumar Das, Mohan Singh and Vinod Prakash Sharma. Except above nothing new has been stated by the workman in his rejoinder.

5. Contesting parties have led oral as well as documentary evidence in support of their respective case. Whereas workman examined himself as W.W.1, management examined Sri Harjeet Singh as M.W.1 and Sri Anil kumar as M.W. 2

6. Heard the management's authorised representative Sri M. Dias and also Sri O. P. Mathur representing the workman. Management has also filed written arguments in support of their contention. also perused the records filed by either party in support of their respective claims and counter claims. It is worth while to note that learned predecessor vide his order dated 23-1-01 directed the management to produce documents detailed at serial No. 1, 2, 3 and 5 on the application dated 21-3-01 moved by workman for production of the documents allegedly in possession of the management. Further inspection on the ground that the coliminous registers/ documents may not be filed but to be produced for inspection by the parties. The workman's authorised representative prepared the alleged inspection report dated 1-6-01. Learned predecessor passed the order that the report shall form part of the record and shall be read subject to the evidence of the parties. It is worth while to note that in this inspection report which is neither signed by the auth. representative for the management nor by the P.O. of the tribunal mention only to the effect that documents 1, 2, 3

and 5 sought to be produced by the management for inspection have not been produced and that the attendance register which was produced lateron does not bear the name of the company who maintained it. No doubt voliminous record was made available by the management during the course of arguments. From the very nature of the reference received for adjudication and also the claim petition filed on behalf of the workman it is to be adjudicated whether the workman had continuously worked for more than 240 days and that the services of the workman were illegally removed in violation of provisions of Industrial Disputes Act by the management.

7. The case of the management as enshrined in their written statement is that the workman was employed on temporary and adhoc basis only for the period 1-9-90 to 30-9-90, 10-7-92 to 8-8-92, 1-4-93 to 30-4-93 and finally from 1-6-93 to 30-6-93. The contention put forward on behalf of the management is that the workman has been engaged for the above adhoc period only and has never worked continuously with the management for more than 240 days in a calendar year. The status of the workman as temporary employee has been admitted by the management even during the course of arguments. As against it the workman's claim is that he was engaged as temporary peon on 1-9-90 and worked continuously without break upto 1-6-93. The contention of the workman further goes to show that since the date of termination from the services of the management he is jobless and has never employed. The workman therefore claims that his services be regularised with the management with full back wages and with other benefits of continuity of service etc.

8. The management submits that M/s. I.B. P Company Limited is a Central Government enterprise and as a public sector undertaking the company is required to comply with all statutory and other directions of the government issued from time to time. The management by emphasizing on this contended that no workman shall be employed without strictly adhering the provisions of Employment Exchange Act, 1959. It is further contended on behalf of the management that the onus lies on the claimant to show and prove that he had infact worked for 240 days or more in a year. Mere filing of an affidavit by the workman in this respect in the absence of proof of receipt of salary or wages or record of employment it would not be sufficient to substantiate the claim of the workman that he had worked for more than 240 days in a year. The management has placed reliance on the law reported in 2002 Lab IC 987 Range Forest Officer versus S. T. Hadimani alongwith State of Karnataka and another appellants versus S.T. Hadimani wherein the Hon'ble Apex Court has no doubt lays down clearly that the onus lies upon the claimant to show that he had in fact worked for 240 days or more in a year. So far as the documents filed by either party in support of their respective claims and counter claims it is abundantly clear that the workman Mr. Antony Dass worked with the

management as temporary peon and this fact is also admitted to the management. Now the only controversy remains to be adjudicated as to whether workman has been able to prove that he had worked for more than 240 days in a year. From the documentary as well as ocular testimony produced by the management it is admitted by the management that the workman was engaged for limited period for 120 days in total during the period September 90, 10-7-92 to 8-8-92 in the month of April; 93 and again in the month of June 93. Contrary to it the case of the workman is that he worked continuously from the year 1990 to 93. The management affidavit sworn in by deponent Harjeet Singh Sr. Manager Operation in para 15 of his affidavit alleged tempering of documents so as to make it a plausible case that Mr. Antony Dass had been in the employment of their company as he had access with the company's record on account of his father who was an employee of Indian Oil Corporation during those days at Mathura. Sri Singh in his statement on oath before the tribunal also stated that he was not posted at Mathura Refinery during the period 1990 to 1993 but he used to come Mathura Refinery in connection with furnishing oil which used to be loaded from Mathura. He further admitted the fact that the claimant had never worked under him but he had seen him working with the management when ever he visited Mathura Refinery Depot. On being questioned it is borne of it that no action was taken against Mr. Antony Dass who allegedly signed the documents lateron but it goes to prove beyond imagination that in fact Mr Antony Dass worked with the management continuously during the period 1990 to 1993 as alleged by him.

9. The admitted case of the management as born out from the evidence filed by the management is that even his GPF Contribution and Family Pension Contributions were debitted from his salary. This is unbelievable that GPF contribution as well as family pension contribution of the employee be debitted from his salary who had been appointed on adhoc basis for few days only or the workman was required to work for about a few hours in a day as stated by the management witness in his cross examination. The said documents summoned by the workman and directed to be produced before the tribunal by the management undoubtedly reveal that during the relevant period signatures of workman find place on the relevant record during the alleged period of employment therefore it cannot be accepted that the workman who had access to the records of the management has only affixed his signatures lateron in order to create evidence in his favour. For the sake of arguments if it is believed that the workman who is a lowest grade employee had any access of the said document the management cannot be expected to have not taken any action against the workman having any manipulations in the record.

10. The management having not taken any action against the workman for the alleged manipulations weakens the stand taken by the management that the workman had put his signatures lateron though he never worked during period of his alleged employment. The documents filed by the workman goes to prove that the workman had been present during the period of ceiling of the tanks etc work was discharged by him during the period of his alleged employment. Thus the workman has been able to prove against the management that he has discharged his duties uninterruptly for more than 240 days in a year as alleged by the workman.

11. The management has also taken shelter of law laid down by the Hon'ble Supreme Court of India reported in 2002 Part 2 CIR 1009 Haryana State FCCW Store Limited and another versus Ram Bilas and another wherein the Hon'ble court was pleased to hold that the disengagement referred under clause (bb) of Section 2(oo) of I.D. Act did not amount to retrenchment and held the workman not entitled for any relief. In the present case either party has not taken plea that the engagement of the workman was for fixed period or for some specific period. Therefore it cannot be covered within the clause of definition mentioned above. In the present case the workman's retrenchment without following statutory provisions of the Industrial Disputes Act, 1947 is held to be illegal and unjustified. The workman is, therefore, entitled to his reinstatement in service from 30-6-93.

12. So far as the back wages are concerned the management has been able to prove by documents and also by evidence of public officer of the Postal Department that Sri Antony Dass had been employed with them. Therefore, this is not a case where the award of payment of back wages from the date of retrenchment be passed in favour of the workman. Therefore, the relief of payment of back wages from the date of retrenchment of the workman cannot be given to the workman.

13. For the above reasons the award in favour of the is given, the workman is held entitled for his reinstatement in service. The workman will not be entitled for any other relief such as back wages and continuity of service.

14. It is held that the termination of the services of the workman by the management without following statutory provisions of Industrial Disputes Act is held to be illegal and unjustified and the workman will be entitled for his reinstatement.

15. Reference is answered accordingly.

SURESH CHANDRA, Presiding Officer

नई दिल्ली, 25 मई, 2005

AWARD

Passed on 04-05-2005

का०आ० 2159.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक/अधिकरण श्रम न्यायालय नं. I, चण्डीगढ़ के पंचाट (संदर्भ संख्या 62/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-05-2005 को प्राप्त हुआ था।

[सं० एल-40011/14/98-आईआर (डीयू)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 25th May, 2005

S.O. 2159.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 62/99) of the Central Government Industrial Tribunal/Labour Court No. I, Chandigarh now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of D/o Post and their workman, which was received by the Central Government on 25-05-2005.

[No. L-40011/14/98-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT-I, CHANDIGARH**

Presiding Officer: Shri Rajesh Kumar

Case No. ID 62/1999

Circle President,
Bhartiya Dak Karamchhari Haryana Parimandal,
89, Jawahar Lal Nehru Marg,
Ambala Cantt. Haryana

.... Applicant

Versus

The Chief Postmaster, General
Haryana Circle,
Ambala (Haryana)

..... Respondent

APPEARANCES:

For the workman : Shri Tajinder Joshi

For the management : Shri Namit Kumar Advocate

Central Govt. vide Notification No. L-40011/14/98/IR (DU) dated 16th of February 1999 has referred the following dispute to this Tribunal for adjudication :

“Whether the demand of the Bhartiya Dak Karamchhari Sangh Haryana Parimandal, Ambala to continue the payment of House rent allowance @ 15% of Basic Pay to the postal staff posted at Panchkula beyond 31-11-1997 is legal and justified? If not, to what relief the Union/Workmen are entitled?”

2. Brief facts of the case are that workmen Union filed the claim statement that they are demanding the payment of HRA @ 15% instead of 7-1/2% to the concerned workers of their union, the employee concerned were given HRA @ 15% which was made effective as per Ministry of Finance OM dated 27-11-1965 and the management stopped this award of HRA w.e.f. 1-12-1997 by reducing HRA from 15% to 7 and 1/2%. The meeting with the Regional Labour Commissioner in conciliation proceedings ended in failure and hence the resent reference.

3. The management filed written reply submitting that postal staff posted at Panchkula was granted HRA at the rate as applicable to the similar staff posted at Chandigarh up to 30-11-1997 in terms of Ministry of Finance Deptt. of Expenditure OM No. F-2(37)E II (D)/64 dated 27-11-1965. The management submitted that for this purpose the Deputy Commissioner Panchkula used to issue the prescribed dependency Certificate for a period of three years at a time and the staff was regularly paid HRA accordingly up to 31-8-97. After this the D.C. Panchkula started giving dependency certificate in piece means sometime for three months and some time for six months saying that the notification for creation of Municipal council has been issued on 12-9-97 and can be constituted at any moment, therefore validity of dependency certificate after 30-11-1997 cannot be quantified. The municipal council at Panchkula has not been constituted up till now and the dependency certificate is issued in piece meals causing inordinate delay in obtaining approval of the concerned authorities. Now the case up to 31-12-1999 stands referred for the purpose and payment @15% HRA will be made within a week up to 31-3-1999 and the case for further approval of the same is being pursued properly with the departmental authorities.

4. To prove its case the management filed the affidavit of N.K. Sharma and Union filed affidavit of Mr. R.K. Rahal Circle President.

5. In his affidavit the Union through the Circle President admitted that respondent gave benefit of 15% HRA in

piece meal and now payment has been made up to the period 31-12-1999. The Panchkula is dependant city on Chandigarh as per Finance Department and as such the employees working in Postal Department are entitled to get 15% HRA on basic pay.

6. In this case both parties and their respective counsels were in agreement that no oral evidence is required as affidavits are already on record.

7. Heard arguments of the learned counsel for the parties. Learned counsel for the Union Shri Tajinder Joshi submitted that this is case where the workmen of the present union are suffering due to their bad luck. The management is agreed in principle to give HRA @ 15% to all members of the Union but for some period they are not making payment on the ground that for this period there is no dependency certificate issued by the government officers i.e. Deputy Commissioner Panchkula. It is argued that HRA @ 15% of the pay was paid up to 31-8-97 and thereafter in affidavit filed by Shri N.K. Sharma Sr. Supdt. of Post Officers, Ambala Division have admitted that HRA @ 15% shall be paid up to 31-12-1999 and the HRA @ 15% has been paid up to 31-12-1999.

8. As per affidavit it is submitted by the counsel of Union that as the payment of the period 31-12-1999 has been made, and it is reduced and is to be made by the management not due to the fault of the workman at any rate and it is the fault of the management officers who did not repeatedly requested and made efforts with the concerned authorities to issue dependency certificate not the officer of the Panchkula Municipal Council suo moto issued certificate in favour of the workmen residing in Panchkula. Therefore, it is admitted that payment was not made for the reasons explained i.e. non issue of dependency certificate by the concerned authorities which is a government officer, his non-issuing certificate and HRA not paid is not a fault of the workmen. Hence the workmen are entitled to payment of HRA @ 15% of the basic pay for a limited period w.e.f. 1-1-2000. It is admitted that earlier the payment was made up to 31-8-97 and now the payment has been made up to 31-12-1999 and only a short period is left. The learned counsel has submitted that workmen union has proved that the demand of the Bhartiya Dak Karamchari Sangh Haryana Parimandal, Ambala to continue HRA @ 15% of Basic Pay to the postal staff posted at Panchkula beyond 31-11-1997 is legal and justified and they are entitled to claim made in the claim statement.

9. On the other hand the learned counsel for the management submitted that in this case the management filed the affidavit of Shri N.K. Sharma and the above affidavit is quite clear. In the above affidavit in para 3 the position has been made clear and also gave the decision and made the payment up to 31-12-1999. He submitted that management worked according to the guidelines and there

was a delay in issuance of dependency certificate due to the reasons that despite proposal for issuance of dependency certificate for three years after issuance of notification for the creation of Municipal Council on 12-9-97, though it has not been created, dependency certificate is being issued by the Deputy Commissioner Panchkula in piece meals which is not acceptable to the Director General Department of post, New Delhi. He submitted that management is also making efforts and they have been paid up to 31-12-2000 and for remaining short period it will be paid accordingly as and when compliance of the rule is complete. Hence the demand is not just and legal, workman should not raise it, and the reference may be answered in favour of the management and the claim statement of the Union may be rejected.

10. In view of the above submissions of both the parties and my perusal of the oral evidence and documents. I have found that at the time arguments the contest was restricted for a short period 1-1-2001 to 15-6-03 as after 15-6-03 the workmen are being paid regularly @ 15% HRA. It is also not disputed by the parties that now HRA @ 15% was not paid for the limited period 1-1-2001 to 15-6-03 only as the Deputy Commissioner Panchkula has not issued the dependency certificate. Therefore, in this case, the parties are in agreement that now the dispute is for a short period 1-1-2001 to 15-6-03 for which the HRA was not paid @ 15% of the basic pay. I have heard the arguments in support of both the parties and also perused the affidavits, I have found that the management has not denied in any manner the claim/demand of the workmen union. The management has shown its inability to make the payment of HRA @ 15% from 1-1-01 to 15-6-03 and it is admitted that after 15-6-03, the management is making payment @ 15% HRA to the Basic pay.

11. I have found that the demand of the postal staff posted at Panchkula for the payment of HRA @ 15% of the basic pay as genuine as they were paid earlier and were being paid after 15-6-03 regularly in future and during the pendency of the case they were paid from 31-8-97 to 31-12-2000. It is proved that the demand of the postal staff posted at Panchkula is genuine and accepted by the management that they should be paid @ 15% of the basic pay and that the management is unable to pay for the short period 1-1-01 to 15-6-03 due to non issuance of dependency certificate by the Deputy Commissioner Panchkula. It is also requested by the management that issuance of certificate of dependency is not in their hands and is in the hands of an officer of other State. I have also found from the perusal of the record that postal staff responsible for and dealing with the case of grant of HRA @ 15% and considering the demand of the Union, the management had not made elaborate efforts and not pressing the Deputy Commissioner heard or requesting the Ministry of

Finance to issue an order to give HRA @15% for the period 1-1-01 to 15-6-03. It is well known that management staff responsible for making efforts regarding payment to workman become lethargic and it is also admitted during the arguments by senior officer appearing in the court and that the learned counsel for the management that although demand was genuine and they should have been paid but the HRA @15% was not paid to the postal staff posted at Panchkula because of non-issuance of certificate. Therefore, I am of the considered view that in view of the above submission of both parties that the demand of the Bhartiya Dak Karamchari Sangh Haryana Parimandal, Ambala to continue the payment of House rent allowance @15% of Basic Pay to the postal staff posted at Panchkula beyond 31-11-1997 is legal and justified. I have also found that the management earlier accepted the demand as just and legal and the management started paying regularly the HRA @15% w.e.f. 15-6-03 and paid arrears during the pendency of this case and the disputed period remains from 1-1-01 to 15-6-03. Accordingly I hold that demand of Bhartiya Dak Karamchari Sangh Haryana Parimandal, Ambala to continue the payment of House rent allowance @15% of Basic Pay to the postal staff posted at Panchkula beyond 31-11-1997 is legal and justified as the management also not opposed in arguments and as per documents and paid for some period and ready to make any payment as discussed above of remaining period, the present reference is answered in favour of the Union.

12. Now the most important part is that if their demand is justified and legal as held above by me, what relief the workmen are entitled. In this regard I am of the considered view that as the management has paid arrears as demanded for most of the period and for future and willing to pay HRA @15% of the basic pay P.M. for which they can not pay for a short period due to non issuance of dependency certificate by D.C. Panchkula. Unless D.C. order is there or Ministry of Finance removes the rider, the payment as done now, management is unable to make the payment as desired. Management is willing and there is not fault of workmen now, it is the duty of the management to take immediate necessary steps to obtain Deputy Commissioner Certificate or orders from Ministry of Finance as there are orders for future payments by Ministry of Finance New Delhi. Therefore, in order to make payment of the HRA for the period due as the system is coming in way of workman and the management and there is no dispute also to the entitlement of the workman to the payment of HRA @15% of the basic pay to the postal staff posted at Panchkula and they are entitled for the period 1-1-01 to 15-6-03 also. I further order that the management shall make all out efforts to get HRA sanctioned @15% of Basic pay and shall make payment to the staff within four months from the date of passing

of this award with interest @ 8% per annum till its payment. The reference is answered accordingly. Central Govt. be informed. File be consigned to record.

Chandigarh.

4-5-2005

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 25 मई, 2005

का०आ० 2160.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक/श्रम न्यायालय नं. I, नई दिल्ली के पंचाट (संदर्भ संख्या 88/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-05-2005 को प्राप्त हुआ था।

[सं० एल-40012/1/96-आईआर (डीयू)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 25th May, 2005

S.O. 2160.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 88/98) of the Central Government Industrial Tribunal/Labour Court No. I, New Delhi now as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of D/o Post and their workman, which was received by the Central Government on 25-05-2005.

[No. L-40012/1/96-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NEW DELHI

Presiding Officer : Shri S.S. Bal

I.D No. 88/98

In the matter of dispute between :

Shri Naresh Kumar,
House No. 464, Village & P.O. Mitraon,
New Delhi-110043

Applicant

Versus

The Asstt. Supdt. of Post Office,
4/6, New Delhi West,
Ist Sub Division,
A-3, Janakpuri,
New Delhi-110058

Management

APPEARANCES: None for the workman.

Shri Dalpat Singh, Public Relation
Inspector for management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-40012/1/96-IR (DU) dated 9-3-98 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the management of Asst. Supt. of Post Office, Janakpuri, New Delhi in terminating the services of Shri Naresh Kumar is legal and justified? If not, to what relief the workman is entitled to?”

2. After receipt of the reference notices were sent to the parties on 2-4-98 and the workman claimant filed an application on 30-4-2001 and written statement was filed on 14-9-2001 and then rejoinder was filed on 7-1-2001.

3. Brief facts as called from the record are that Sh. Naresh Kumar workman claimed that he took charge of EDDA-cum-MC on 28-4-81 and he was appointed and entrusted with the job of EDDA-cum-MC on 28-4-81 and worked in Post Office Mitraun and he used to carry and deposit bag of dak (dak bag) from Post Office Najafgarh to Post Office for Mitraun and vice-versa and deposit back the same in Najafgarh to Post Office for about a period of one year and after 29th months during the year 1982 he was transferred. He used to take carry dak from Mitraun Post Office to Surehra Post Office and used to distribute the dak there and deposit back in Mitraun Post Office. His post is designated/called as EDDA-cum-MC. He has worked on this post for 7 years and during this period of 7-8 years much has happened with him. He has given the detail of the same in the application filed in the case. He has filed an application of this case. he has also filed photo copy of the same which is there. It is further averred that departmental enquiry was conducted against him and he is filing photo copy of the conclusion of the same which is not available which may be accepted. He requested to initiate action on the basis of the previous enquiry. He is a poor. He does not have any means of living. He has been deprived of his job and facing difficulty. He requested to be reinstated in the job alongwith adequate compensation.

4. Management contested the claim by filing reply in Hindi, where in it is stated that Naresh Kumar was working on the post of EDDA-cum-MC in the post office of Surehra during the year 1988-89 and he remained absent without any information and permission from the competent authority on 19-1-88 to 24-1-88, 21-4-88 to 23-4-88, 26-4-88 to 27-7-88, 9-9-88 to 4-10-88 and 23-4-88 to 6-10-89. He was charge sheeted under the Department of Post E.D.A.

(Service & Conduct) Rule 1964, Rule 8 on 10-6-89 and the matter was enquired into by the officer and the employee was deprived/debarred of the permission to take up or appear in the examination of postman for two years. i.e. to say he was debarred from taking up the examination. Naresh Kumar Dak Ticket Vendor remained absent from duty from 29-10-91 continuously without previous permission and the employee (he) was given show cause notice dated 9-9-92, 29-9-92, 3-12-92 to which he filed no reply and he was again issued charge sheet dated 30-4-93 for misconduct about his conduct for intervening/disturbance in the work of the Post Office under the Service and Conduct Rules 1964. Photo copy is enclosed herewith and the allegations levelled in the charge sheet were proved in the report of the enquiry officer (Janch Adhikari) and thereafter he was the employee removed vide order dated 20-1-94. It is further stated that the employee Naresh Kumar was given opportunity again and again to improve his conduct but he failed intentionally to improve upon his mistake and always disregarded by remaining absent which resulted in the disturbance/intervention of the smooth working of the government and as such matter be decided in favour of the management and against the workman.

5. In the rejoinder workman reiterated the averments made in the claim statement and denied the allegations/averments made in the written statement and termed the action of termination as unjustified, improper wrong but the workman failed to adduce his evidence by way of filing affidavit despite as many as 14 opportunities. Therefore he was proceeded exparte on 12-5-05. From the averments in his claim statement it is apparent that the workman-claimant has claimed that the action of termination of this services is not justified. Hence the burden to prove the same was on the workman but he failed to adduce any evidence. It appears that the workman is not interested the prosecution in of this case and in the absence of any evidence. I am unable to hold that the termination of service of the workman by the management is unjustified & illegal as claimed by him. Hence 'No dispute' award is hereby passed and file be consigned to record room.

Dated : 12-5-2005

S. S. BAL, Presiding Officer

नई दिल्ली, 27 मई, 2004

का०आ० 2161.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद I के पंचाट (संदर्भ संख्या 19/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-05-2005 को प्राप्त हुआ था।

[सं० एल-20012/39/93-आई.आर. (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 27th May, 2005

S.O. 2161.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 19/94) of the Central Government Industrial Tribunal/Labour Court Dhanbad-I now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 24-05-2005.

[No. L-20012/39/93-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference U/s. 10(1) (d) (2A) of I.D. Act.

Reference No. 19 of 1994.

PARTIES: Employers in relation to the management of Kankanee Colliery of M/s. B.C.C. Ltd. and their Workman

PRESENT: Shri S. Prasad, Presiding Officer

APPEARANCES:

For the Employers : Shri D. K. Verma, Advocate.

For the workman : Shri B. N. Singh, Secretary,
National Coal Workers Congress.

State : Jharkhand.

Industry : Coal.

AWARD

Dated, the 2nd May, 2005

By Order No. L-20012/39/93-I.R. (Coal-I), dated, the 16th February, 1994, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Kankanee Colliery of M/s. BCCL in refusing re-instatement with continuity of service and all back wages to Shri Jogeshwar Das, Loading Clerk is justified? If not, to what relief the concerned workman is entitled?”

2. The brief facts giving rise to this industrial dispute is that one Chhota Jitan Manjhi was a Miner working at Tetulmari Colliery of Area No. V of M/s. B.C.C. Ltd. His

Identity Card Number is 225002. In the year 1980 he opted for Voluntary Retirement and allowed the concerned workman, Jogeshwar Das to be appointed in his place under Voluntary Retirement Scheme of the management being his son-in-law. The concerned workman was accordingly appointed by the management and he was serving in Tetulmari Colliery as Loading Clerk. Later on he was transferred to Kankanee Colliery. He worked there for seven years when a complaint was received purported to be made by aforesaid Chhota Jitan Manjhi to the D.C., Dhanbad, with copies to S.P., Dhanbad, General Manager, Sijua Area, Superintendent, Kankanee colliery and others, alleging therein that the concerned workman, Jogeshwar Das, who is son of Rameshwar Das, Village—Jamri, P.S. Budhgaya, adopted coercive method and took his Identity Card and managed to enter into the service of the management of M/s. B.C.C. Ltd. in his place as his dependant son-in-law, but he is not his actual son-in-law. Thus, he has obtained employment under M/s. B.C.C. Ltd. by practising fraud. On the said complaint a criminal case was instituted against the concerned workman for commission of fraud, forgery and impersonation. The management also issued a letter to him calling for an explanation to the allegation levelled in the aforesaid complaint of Chhota Jitan Manjhi. The concerned workman submitted his reply on 15-7-87 asserting that Badamia Devi daughter of Chhota Jitan Manjhi of Village—Amara, P.S. Adityapur, District Giridih, is his legally married wife and the marriage was performed and duly registered under the Hindu Marriage Act. In support of that he has also produced photo copy of marriage certificate. The management held preliminary enquiry in view of the stand taken by the concerned workman and thereafter issued a chargesheet and ultimately dismissed the concerned workman from service.

The concerned workman was also arrested in the criminal case on same set of allegation and was prosecuted and ultimately he has been acquitted.

3. The sponsoring union thereafter made a demand for reinstatement of the concerned workman with continuity of service and all back wages which was refused by the management then the present industrial dispute has been raised.

4. The case of the sponsoring union is that the concerned workman was given employment under Voluntary Retirement Scheme in place of his father-in-law, Chhota Jitan Manjhi as the concerned workman is the son-in-law of Chhota Jitan Manjhi. He had been married with the daughter of Chhota Jitan Manjhi and the same has been registered before Marriage Officer, Dhanbad. According to him, he has not committed any fraud.

5. The management has contended that after the receipt of the complaint made by Chhota Jitan Manjhi a preliminary enquiry was held in presence of the concerned workman in which Chhota Jitan Manjhi had stated that the

concerned workman is not his son-in-law and he has obtained employment by practising fraud. The further case of the management is that after preliminary enquiry a chargesheet was issued to the concerned workman to which he has made his reply. The reply was not found satisfactory then an enquiry was constituted and in the domestic enquiry the witnesses were examined by the management and the Enquiry Officer held guilty of the charges levelled against him for having committed misconduct and ultimately the concerned workman has been dismissed by letter dated 19/26-12-1988.

6. The sponsoring union has disputed the fairness and propriety of the domestic enquiry. The fairness of the domestic enquiry was subsequently conceded by the sponsoring union, but there was no specific finding of the Tribunal regarding fairness of the domestic enquiry. Therefore, the then Presiding Officer of this Tribunal by Award dated 28-11-1996 considering the domestic enquiry found that the domestic enquiry as well as preliminary enquiry was not fairly conducted because the entire domestic enquiry was conducted behind the back of the concerned workman when he was in jail custody. The concerned workman was taken into custody on 20-8-1988 and the entire domestic enquiry was held in three sittings when the concerned workman was in jail custody and therefore he was unable to take part in the domestic enquiry. In para 11 of the said award at page 8 it was further held that the contention of the management that the preliminary enquiry was held on 20-8-87 in presence of the concerned workman cannot be relied upon because he was in jail custody in connection with G.R. Case No. 669/87 from 20-8-87 to 19-10-87. Finding the domestic enquiry having not been conducted fairly and properly by Award dated 28-11-96 the concerned workman was directed to be reinstated in service with full back wages. The aforesaid award was challenged by the management by filing writ petition before the Hon'ble High Court. The Hon'ble Court vide order dated 18-11-98 passed in CWJC No. 2012/97 (R) set aside that award with a direction to allow the management to adduce evidence on merit to justify its action which was not done by the then Presiding Officer of the Tribunal. The Hon'ble Court clearly held that it is the settled principle of law that when domestic enquiry is not found fair and proper then the management must be given an opportunity to adduce evidence in support of the justification of action taken by the management. After the receipt of the order of the Hon'ble Court the management as well as the workman have been given opportunity to adduce evidence on merit to justify the action of the management.

7. The management after that has examined two witnesses on merit and the workman has adopted the evidence of two witnesses already recorded at the time of preliminary issue.

8. Now, since the domestic enquiry has been held to be unfair, therefore the management will succeed or fail only on the evidence adduced on merit and the evidence collected during domestic enquiry cannot be looked into. Therefore, now let us see whether the management has been able to prove that the concerned workman, Jogeshwar Das was not the son-in-law of Chhota Jitan Manjhi, yet he obtained employment under Voluntary Retirement Scheme by practising fraud.

Findings :

9. The management has examined two witnesses as mentioned above after the case was remanded by the order of the Hon'ble High Court. MW-1—A.N.P. Ambastha, who was Personnel Manager in Kankanee Colliery. He has stated that one Chhota Jitan Manjhi was working at Tetulmari Colliery as a Minor/Loader, who opted for retirement under V.R.S. of the company and the concerned workman appeared before the company and claimed employment in place of Chhota Jitan Manjhi claiming himself to be his son-in-law. He has further stated that one notice was received by the management from the office of District Collectorate said to be a complaint filed by Chhota Jitan Manjhi in which it was alleged that the concerned workman had fraudulently projected himself as the son-in-law of Chhota Jitan Manjhi and got employed in the company. He has produced a copy of the said complaint which has been marked Ext. M-6/1. He has further stated that a preliminary enquiry was held by R.B.P. Sahi and thereafter the management submitted a chargesheet dated 24-3-88 (Ext. M-7) to the concerned workman. He has further said that a copy of another petition submitted by said Chhota Jitan Manjhi before the Deputy Commissioner which was forwarded to the management for needful. The complaint has been marked Ext. M-6/7. He has also produced one letter dated 10-7-87 by which explanation was sought from Jogeshwar Das and he has also proved the preliminary enquiry report of R.B.P. Sahi, Sr. Personnel Officer, marked Ext. M-9. He has also produced a letter showing that initially the concerned workman was appointed at Tetulmari Colliery and subsequently he was transferred to Kankanee Colliery. He has also produced the paper cutting of which notice of enquiry was published. He has said that during preliminary enquiry Chhota Jitan Manjhi had taken the name of his two daughters who are aged about 12 years and 8 years and has stated that he has no daughter by name Badamia Devi. From the cross-examination it appears that he had not conducted the preliminary enquiry nor the said enquiry was conducted in his presence. He has tried to conceal the fact that the concerned workman had been acquitted in the criminal case for the same set of allegation. Thus, we find that the evidence of MW-1—A.N.P. Ambastha is not at all helpful in proving the allegation against the concerned workman that he has obtained employment by practising fraud.

10. Another witness is R.B.P. Sahi (MW-2) who is Personnel Manager at Basuria. He has conducted preliminary enquiry as well as domestic enquiry. He stated the things about the preliminary enquiry and domestic enquiry which has already been held to be unfair having been conducted when the concerned workman was in jail custody. Therefore, the evidence of MW-2 is not at all helpful to show that the concerned workman has committed any fraud. At best the evidence of MW-1 and MW-2 goes to show that a complaint was received by the management having been committed fraud by the concerned workman. The management has not produced any documentary evidence to show that Chhota Jitan Manjhi had no daughter by name Badamia Devi. The management has not even filed the Medical Card of said Chhota Jitan Manjhi nor they have filed original application for voluntary retirement submitted by Chhota Jitan Manjhi opting for giving employment to the concerned workman. The management has not adduced any evidence to show that at that time any enquiry was made to know about the genuineness of the relationship between Chhota Jitan Manjhi and the concerned workman, Jogeshwar Das. They have not examined any person of the village who would have been competent to say whether the concerned workman is the son-in-law of Chhota Jitan Manjhi or not. On the contrary, from the judgement of the criminal case which has been filed by the concerned workman it appears that Chhota Jitan Manjhi has clearly stated that the concerned workman, Jogeshwar Das is his son-in-law. Chhota Jitan Manjhi has appeared in this Court and has given his statement on oath that the concerned workman is his son-in-law who has been married with his daughter, Badamia Devi.

11. From the materials available on record, I find that the management has not even led any material evidence from which an inference can be drawn that the concerned workman was not the son-in-law of Chhota Jitan Manjhi and by practising fraud he has obtained employment. On the other hand, Chhota Jitan Manjhi himself has stated before this Tribunal as well as in the Criminal Court that the concerned workman Jogeshwar Das is his son-in-law. In such circumstances I find that the action of the management in dismissing the concerned workman cannot be justified and the demand of the concerned workman to reinstate him after the acquittal in criminal case with full back wages should not have been refused by the management.

12. In the result, I render the following award :—

That the action of the management of Kankanee Colliery of M/s. B.C.C. Ltd. in refusing to reinstate the concerned workman, Jogeshwar Das, in employment as Loading Clerk with continuity of service and all back wages is not justified and the concerned workman is entitled for reinstatement with full back wages and other consequential

benefits. The management is directed to reinstate the concerned workman within 30 days from the date of publication of the award.

S. PRASAD, Presiding Officer

नई दिल्ली, 27 मई, 2005

का०आ० 2162.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा. को. लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद II के पंचाट (संदर्भ संख्या 194/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-05-2005 को प्राप्त हुआ था।

[सं० एल-20012/166/2000-आईआर (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 27th May, 2005

S.O. 2162.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.194/2000) of the Central Government Industrial Tribunal/Labour Court. Dhanbad-II now as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 24-5-2005.

[No. L-20012/166/2000-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

Shri B. BISWAS, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of I.D. Act, 1947

REFERENCE NO. 194 OF 2000

PARTIES: Employers in relation to the Management of M/s. BCCL and their workman.

APPEARANCES:

On behalf of the workman : Mr. N. N. Rawani, Advocate

On behalf of the employers : Mr. D. K. Verma, Advocate.

State : Jharkhand Industry : Coal

Date, Dhanbad, the 19th April, 2004

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication *Vide* their Order No. L-20012/166/2000 (C-I), dated, the 29th November, 2000.

SCHEDULE

“KYA B. C. C. L., LODNA COLLIERY POWER HOUSE KEY PRAVANDHTANTRA DWARA SHRI KEDAR NATH PRASAD KO JANM TARIKH UNKEY MATRIC CERTIFICATE MEY DI GAI TARIKH ARTHAT 1-1-47 SAHI NAHI MANNA UCHIT EVAM NAYA SANGAT HAI? YADI NAHI TO KARMKAR KIS RAHAT KEY PATRA HAI?”

2. The case of the concerned workman according to written statement submitted by the sponsoring union on his behalf in brief is as follows :—

The sponsoring union submitted that the concerned workman had been working as permanent Asstt. Foreman under the Management. They disclosed that the concerned workman passed Matriculation examination in the year 1962. At the time of his appointment he submitted that Matriculation certificate for recording his date of birth in the official record. They disclosed that as per matriculation certificate date of birth of the concerned workman was 1-1-1947. Instead of recording the said date of birth Management illegally and arbitrarily recorded his date of birth as 1944 and he came to know this fact from the service excerpt when it was handed over to him. They submitted that immediately after receipt of the said service excerpt he raised his objection and requested the management to correct his date of birth as 1-1-1947 instead of 1944 as per Matriculation certificate but as the Management refused to rectify his date of birth he raised an industrial dispute for conciliation which ultimately resulted reference to this Tribunal for adjudication. Sponsoring union accordingly submitted prayer for passing Award directing the management to record the date of birth of the concerned workman as 1-1-47 instead of 1944 which has been appearing in their official register along with other consequential benefits which he is entitled to get.

3. Management on the contrary after filing written Statement-cum-rejoinder have denied all the claims and allegations which the sponsoring union asserted in the written Statement submitted on behalf of the concerned workman. They submitted that the concerned workman got his appointment in the year 1963 and at that time his date of birth was recorded as 1944 in the Form B Register of the Colliery. They disclosed that Form B

Register is a statutory register maintained under the Mines Act as well as Coal Mines Regulations. They disclosed that as the age of the concerned workman has already been recorded in the statutory register, at this stage there is no scope to change his date of birth in view of prayer made by the sponsoring union. They submitted that at the time of appointment the concerned workman did not produce his educational certificate to the Management for the reasons best known to him. They disclosed that at the time of appointment in the year 1963 if date of birth of the concerned workman is considered as 1947 in that case his age would be 16 years and that being the position he could not be appointed as minimum age for appointment in Mines is 18 years. They further submitted that in the year 1988 service excerpt was issued to the concerned workman but the concerned workman did not raise objection as regards to his age recorded therein. He has also failed to produce any authentic document prior to raising industrial dispute that his date of birth is 1-1-47. Accordingly management submitted that date of birth recorded in the Form B Register is correct and genuine for the purpose of employment and for which he is not entitled to get any review in view of his prayer.

3. POINTS TO BE DECIDED.—

“KYA B.C.C.L. LODNA COLLIERY POWER HOUSE KEY PRAVANDHTANTRA DWARA SHRI KEDAR NATH PRASAD KO JANM TARIKH UNKEY MATRIC CERTIFICATE MEY DI GAI TARIKH ARTHAT 1-1-47 SAHI NAHI MANNA UCHIT EVAM NAYA SANGAT HAI? YADI NAHI TO KARMKAR KIS RAHAT KEY PATRA HAI?”

4. FINDING WITH REASONS

It transpires from the record that the sponsoring Union with a view to substantiate their claim examined the concerned workman as WM-1. Management also with a view to establish their claim examined one witness as MW-1.

Considering the facts disclosed in the pleadings, evidence of both sides and materials on record I find no dispute to hold that the concerned workman got his appointment in the month of June, 1963 as Khalasi (Trainee). There is also no dispute to hold that at the time of entry in service his date of birth in the Form B Register was recorded as 1944. Management in course of hearing relied on the Form B Register marked as Ext. M-1 which obviously has supported their claim. On the contrary submission of the concerned workman is that he passed Matriculation examination in the year 1962 and as per Matriculation certificate his date of

birth was 1-1-1947. He further disclosed that at the time of his appointment he produced his matriculation certificate but management without giving any importance to the date of birth recorded his date of birth as 1944 which was without his knowledge. He admitted that in the year 1988 Management issued service excerpt wherein his date of birth was recorded as 1-1-47 but Management after striking it recorded his date of birth as 1944 as per Form B Register. He disclosed that after receipt of the said service excerpt he raised objection and requested the management to correct his date of birth as 1947 instead of 1944 but management did not take any step for correction of his date of birth. It is the contention of the management that at the fag end of his service the concerned workman raised industrial dispute for rectification of his date of birth which could not be acceded to. Their further contention is that in the year 1994 the sponsoring union on behalf of the concerned workman raised an industrial dispute but the same was dropped by the Ministry as there was no merit in the same. Again same dispute was raised by another union for rectification of his date of birth but that too was dropped in the year 1999. Thereafter the sponsoring union again has raised another industrial dispute which resulted reference to this Tribunal without any basis. Therefore, considering the submission of the management it is clear that not at the fag end of service of the concerned workman but long before ending his service career he raised industrial dispute for rectification of his date of birth but the same was not entertained. As the previous LC (C) records are not available it is not possible to draw any conclusion under which circumstance prayer of the concerned workman was not acceded to. Considering matriculation certificate marked as Ext. W-1, I Find no dispute to hold that he passed the said examination in the year 1962 and as per this certificate his date of birth was recorded as 1-1-1947. It is the contention of the management that at the time of his entry in the service in the year 1963 the concerned workman was only 16 years old. They further submitted that as per Mines Act Minimum age for entry in the Coal Mine is 18 years. Accordingly they submitted that the concerned workman suppressing his matriculation certificate entered into service last he was disqualified for employment due to his under age. From the I.D. Card produced by the concerned workman it transpires that he got his appointment as Khalasi (Trainee). Referring Section 40 of the Mines Act Ld. Advocate for the concerned workman submitted that Minimum age for entry in service as trainee was not below 16 years. The concerned workman as Khalasi (Trainee) entered in the service while he was 16 years of age and therefore question of his suppressing age for getting employment did not arise. Clause 1 and 2 of Section 40 of the Mines Act speaks as follows:—

40. Employment of persons below eighteen years of age.—

- (1) After the commencement of the Mines (Amendment) Act, 1983, no person below eighteen years of age shall be allowed to work in any Mine or part thereof.
- (2) Notwithstanding anything contained in sub-section (1) apprentices and other trainees, not below sixteen years of age, may be allowed to work, under proper supervision, in a Mine or part thereof by the manager :

Provided that, in the case of trainees, other than apprentices, prior approval of the Chief Inspector or an Inspector shall be obtained before they are allowed to work.

As per clause (1) of Section 40 it transpires that the said age barrier came into existence after commencement of the Mines Amendment Act, 1983. Management have failed to produce the Mines Act, prior to its Amendment to show what was the minimum age earmarked for entry in service under Mines Act. However, considering clause 2 of Section 40 of the Mines Act there is no scope to say that the concerned workman suppressed his age for getting his employment particularly when he was 16 years of old at the time of his getting appointment as Khalasi (Trainee). Clause (A) (I) of JBCCI Circular No. 76 speaks as follows:—

- (A) Determination of the age at the time of appointment.—
 - (i) In the case of appointees who have passed Matriculation or equivalent examinations, the date of birth recorded in the said certificate shall be treated as correct date of birth and the same will not be altered under any circumstances.

Again clause B(i)(a) of the said Circular speaks as follows:—

In the case of the existing employees Matriculation Certificate or Higher Secondary Certificate issued by the recognised Universities or Board or Middle Pass Certificate issued by the Board of Education and/or Department of Public Instruction and admit cards issued by the aforesaid bodies should be treated as correct provided they were issued by the

said Universities/Boards/Institutions prior to the date of employment.

- (i) (b) Similarly, Mining sirdarship, Winding Engine of Similar other statutory certificates where the manager had to certify the date of birth will be treated as authentic.

Provided that where both documents mentioned in (i) (a) and (i) (b) above are available, the date of birth recorded in (i) (a) will be treated as authentic.

Therefore, considering the circular as referred to above it is clear that age recorded in the Matriculation certificate has been accepted as authentic date of birth of a workman and it should be accepted by the management subject to the condition that the said matriculation certificate/school leaving certificate should be obtained prior to his entry in service. Here in the instant case it is seen that the concerned workman passed matriculation examination in the year 1962. He got his entry in service under the management in the year 1963 as Khalasi (Trainee). Therefore, as per JBCCI Circular the age recorded in the Matriculation certificate is binding on the part of the Management. Clause (b) (i)(a) is applicable to the existing employees and not in respect of the fresh entrants. Here the specific claim of the concerned workman is that after receipt of the service excerpt he raised objection relating to his date of birth recorded in the Form B Register but as the management did not consider his prayer for rectification of his date birth relying on Matriculation certificate issued by the competent authority, he through the sponsoring union raised industrial dispute in the year 1994 but that was turned down. Again in the year 1999 he raised same dispute through another union but that too was also turned down. In the year 1994 JBCCI circular was very much in existence and operation. Therefore, I have failed to understand how the provision as laid down in clause (b) (i)(a) of JBCCI Circular No. 76 was not considered.

There is no dispute to hold that Form B Register which is binding on both sides is statutory register. Relying on this fact management submitted that when once date of birth of the concerned workman in the Form B Register was recorded as 1944 is binding and cannot be rectified at all. Before taking into consideration of this fact management is to satisfy the Tribunal how the date of birth of the concerned workman was recorded as 1944 in the Form B Register. As per JBCCI Circular at the initial stage of appointment date of birth of the concerned workman in the Form B Register has to be recorded on the basis of authentic document to be

produced by the workman. At that time if the workman fails to produce any such authentic document it is obligatory on the part of the management to assess the age of the concerned workman through Medical Board for its recording in the Form B Register. The JBCCI Circular came into effect at a last Stage. Therefore, obviously there was no scope for application of the instruction as given in the JBCCI Circular when the concerned workman entered into service in the year 1963. It is the specific claim of the concerned workman that at the time of his entry in the service he produced his matriculation certificate for recording his qualification and age but that was not adhered to by the erstwhile owner. Therefore, until and unless management is able to establish the basis how the age of the concerned workman as 1944 was recorded in the Form B Register. They cannot ignore the date of birth of the concerned workman recorded in the Matriculation certificate which he obtained prior to his entry in the service. As Clause (B)(i) of JBCCI Circular No. 76 is applicable to existing employees, I hold that the management arbitrarily ignored the matriculation certificate produced by the concerned workman for rectification of his date of birth in the Form B Register. Such arbitrary and illegal act on the part of the Management caused serious injustice to the concerned workman for getting proper justice. Considering all facts and circumstances discussed above I hold that the age of the concerned workman as 1944 recorded in the Form B Register had no basis and for which the same should not be considered as basis for determination of his age in connection with his service. On the contrary I hold that relying on JBCCI Circular No. 76 in the Form B Register the date of birth should be recorded as 1-1-1947 instead of 1944 and the concerned workman is entitled to get his service benefit relying on the date of birth as mentioned above.

In the result, the following Award is rendered.—

“The action of the management of Lodna Colliery of M/s. BCCL in not accepting the date of birth of Sri Kedarnath Prasad as 1-1-1947 as per matriculation certificate is not legal and justified. Accordingly, Management is directed to record the date of birth of the concerned workman as 1-1-1947 and to give him consequential relief on the basis of the same within three months from the date of publication of the Award in the Gazette of India.

B. BISWAS, Presiding Officer

नई दिल्ली, 27 मई, 2005

का.आ. 2163.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद II के पंचाट (संदर्भ संख्या 125/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-05-2005 को प्राप्त हुआ था।

[सं. एल-20012/283/95-आईआर (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 27th May, 2005

S.O. 2163.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 125/96) of the Central Government Industrial Tribunal/Labour Court, Dhanbad II now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of ECL and their workman, which was received by the Central Government on 24-05-2005.

[No. L-20012/283/95-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

SHRI B. BISWAS, Presiding Officer

In the matter of an Industrial Dispute under Section
10(1)(d) of the I.D. Act, 1947

Reference No. 125 of 1996

PARTIES: Employers in relation to the management
of Shyampur Colliery of M/s. E.C.L. and
their workman.

APPEARANCES:

On behalf of the Workman : Mr. D. Mukherjee,
Advocate and Mr. K.
Chakravorty, Advocate

On behalf of the employers : Mr. B.M. Prasad, Advocate

State : Jharkhand Industry : Coal

Dated, Dhanbad, the 20th April, 2005

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order no. L-20012/283/95-IR (Coal-I), dated, the 7-10-96/14-10-96

SCHEDULE

“Whether the demand by the Union for employment to Shri Anand Kumar Singhanian as a dependent son of Late J.P. Singhanian by the management of Nirsha Area of M/s. E.C.L. in terms of the C.G.I.T. award in reference no. 310/1968 is justified? If so, to what relief is the said workman entitled?”

2. The case of the petitioner/workman according to written Statement submitted by the sponsoring union on his behalf in brief is as follows:—

The sponsoring union submitted that late J.P. Singhanian was Cashier of ‘Shyampur ‘A’ Colliery under M/s. E.C.L. Nirsachatti, Dhanbad. They submitted that management dismissed the said workman illegally with effect from 3-8-82 and as a result of which the said workman raised an Industrial dispute for adjudication and subsequently which ended in reference and transferred to this Tribunal with the following schedule:—

SCHEDULE

“Whether the demand of Bihar Colliery Kamgar Union that Shri J.P. Singhanian, Cashier, Shyampur ‘A’ Colliery of Messrs. Eastern Coalfields Limited, who was dismissed from service by the management from 3-8-1982 for alleged defalcation of the management’s money, should be reinstated in service keeping in view of his acquittal by the Judicial Magistrate, First Class, Dhanbad on 20-2-1984, is justified? If so to what relief is the said workman entitled and from what date?”

After receipt of the said order of reference it was registered as Ref. No. 310/86. The said reference case was disposed of by the predecessor in office vide Award dated 27-2-1992 in the following manner:—

“For the reason stated above, I am to hold that the concerned workman was not guilty of any embezzlement and he deserved to be reinstated in his service with full back wages, but since he had already died the management may take a compassionate view of the matter and give employment to his dependent son as per rules and procedure. The management will pay all the back wages and other consequential benefits to Smt. Urmila Devi wife of late J.P. Singhanian, the concerned workman from the date of his dismissal to the date of

his expiry within one month from the date of publication of the Award.”

The said award was published in the Gazette of India vide Notification dated 24-3-92.

3. Thereafter the dependent of late J.P. Singhania filed application as per terms of Award. Said J.P. Singhania they submitted died on 13-4-1990 leaving behind the following legal heirs:—

- (i) Urmila Devi—Wife
- (ii) Anand Kumar Singhania—Son
- (iii) Arun Kumar Singhania—Son

The widow of J.P. Singhania i.e. Mrs. Urmila Devi filed an application for substitution before this Tribunal in connection with reference case referred to above for her substitution and that petition was duly allowed. They submitted that inspite of submitting application for employment on compassionate ground by the petitioner Anand Kumar Singhania Management did not consider such prayer. Accordingly they raised an industrial dispute for conciliation which ultimately resulted reference to this Tribunal for adjudication. The sponsoring union submitted prayer for passing Award directing the management to provide employment to Anand Kumar Singhania i.e. the petitioner dependent son of late J.P. Singhania in terms of Award passed by this Tribunal in Ref. Case No. 310/86.

4. Management on the contrary after filing written Statement-cum-rejoinder have denied all the claims and allegations which the sponsoring union asserted in the Written Statement submitted on behalf of the petitioner workman.

They submitted that this Tribunal on 27-2-92 passed Award in Ref. No. 310/86 in favour of the deceased workman. Thereafter the said Award was replaced by the settlement dt. 28-2-96 and the aforesaid Award got automatically terminated as per provision of Section 19 of the I.D. Act., 1947. They submitted that an Award remain valid for a period of one year and continues to remain valid till the same is replaced by another Award or settlement. The Award may be terminated after expiry of one year in accordance with the provisions of Section 19 of the I.D. Act., 1947. They submitted that this Tribunal going beyond terms of reference not only passed the Award but also directed the management to provide employment to the dependent son of late J.P. Singhania as per rules and procedure. They disclosed that no right can be conferred on an employee in a public sector undertaking to provide employment to his sons and relatives after his retirement or death. Such employment can only be given on compassionate ground considering all materials placed

before the management. They disclosed that the Award of Hon'ble Tribunal was not implemented by the management so far as providing employment to the son of late J.P. Singhania was concerned and the matter was discussed between the legal heir of J.P. Singhania at the instance of the sponsoring union and ultimately the settlement was arrived at on 28-2-96. They submitted that the settlement was legal and binding on the concerned person who put his signature on the settlement in the capacity of dependent son of late J.P. Singhania. As per the settlement, they accepted that they are gainfully employed in the family business and the widow of J.P. Singhania and two sons did not press for their employment under the management. They disclosed that after said settlement money was paid to the widow of late J.P. Singhania in terms of the settlement and inspite of that settlement the petitioner workman filed the present case with the motive of getting employment as an after thought and they approached the sponsoring union for making out a case on their behalf. They submitted that the settlement which entered into between the parties is binding and accordingly the instant reference case which has been initiated has to be treated as invalid, illegal and without any jurisdiction and accordingly the same has to be rejected summarily.

5. Points to be decided

“Whether the demand by the union for employment to Shri Anand Kumar Singhania as dependent son of late J.P. Singhania by the management of Nirsa Area of M/s. E.C.L. in terms of CGIT award in Ref. No. 310/1986 is justified? If so, to what relief is the said workman entitled?”

6. It transpires from the record that the sponsoring union with a view to substantiate their claim examined one witness as WW-1 Management too in support of their claim examined one witness as MW-1. Considering the facts disclosed in the pleadings of both sides, evidence of WW-1, MW-1 and also considering the documents marked as Ext. M-1, M-2, W-1, W-2 to W-2/2 I find no dispute to hold that one J.P. Singhania was Cashier of Shyampur 'A' Colliery of M/s. E.C.L. He was dismissed from his service by the Management with effect from 3-8-92 for alleged defalcation of the management's money. Being aggrieved with the said order of dismissal said workman i.e. J.P. Singhania raised an industrial dispute for conciliation which ultimately resulted reference before this Tribunal by the management for its adjudication. After receipt of the said reference it was registered as Ref. No. 310/86. Said reference case was ended in Award by my predecessor in office dt. 27-2-92 with the following observations:—

“For the reason stated above, I am to hold that the concerned workman was not guilty of any embezzlement and he deserved to be reinstated in his service with full back wages, but since he had

already died the management may take a compassionate view of the matter and give employment to his dependent son as per rules and procedure. The management will pay all the back wages and other consequential benefits to Smt. Urmila Devi wife of late J.P. Singhanian, the concerned workman from the date of his dismissal to the date of his expiry within one month from the date of publication of the Award.”

Copy of the Award during evidence of WW-1 was marked as Ext. W-1. It is the contention of the management that during pendency of the implementation of the said Award on being approached by widow Mrs. Urmila Devi and her two sons for amicable settlement of the dispute they did not prefer any Writ Petition against the Award passed by the Ld. Tribunal. On the contrary they entered into amicable settlement with widow Urmila Devi, son Anand Kumar Singhanian and Arun Kumar Singhanian in presence of the union leaders as per terms and conditions of settlement. As the said settlement was agreed upon, the signed copies of the same will be filed before the ALC(C), Dhanbad, Central Government Industrial Tribunal No. 1, Dhanbad and the copies of the settlement will also be handed over to the legal heirs of Late J.P. Singhanian and other concern. The said settlement during evidence of MW-1 was marked as Ext. M-1. It is the contention of the management that as per terms of the said settlement they have cleared up all the dues in favour of Mrs. Urmila Devi through voucher No. 779 dt. 11-7-97. The said voucher was marked as Ext. M-2. After that settlement the petitioner workman raised an industrial dispute as the management failed to comply with the directions of the Award passed by this Tribunal dt. 27-2-92.

I have carefully considered the Written Statement submitted on behalf of the petitioner workman and the written statement is absolutely silent about the existence of any settlement which was entered into between the management and widow and two sons of deceased J.P. Singhanian. WW-1 during his evidence admitted existence of the settlement in question which they signed and their signatures during evidence were marked as Ext. M-1, M-1/1 and M-1/2. No reason has been assigned on the part of the sponsoring union about the reasons for concealment of the existence of that settlement in the Written Statement submitted by them. However, this is not the point to be considered. The representative of the sponsoring union in course of hearing submitted that in violation of Section 19 as well as Rule 58(4) of the I.D. Act the said settlement was entered into and for which it has no effective value and in support of that claim they relied on the decisions reported in 1971, BLJR page 854, FLR Vol. 20, 1970 page 308. In the decision reported in FLR Vol. 20, 1970 page 308 Their Lordships

of the Hon'ble Apex Court observed that non-compliance of Rule 58(4) the settlement in regard to the dispute referred to the Tribunal must be held to be illegal. As per Rule 58(1) a settlement arrived at in the course of conciliation proceedings or otherwise shall be in Form 'H'. Rule 58(4) on the contrary speaks where a settlement is arrived at between an employer and his workmen otherwise than in the course of conciliation proceeding before a Board or a Conciliation Officer, the parties to the settlement shall jointly send a copy thereof to the Central Government, Chief Labour Commissioner (Central) New Delhi, and the Regional Labour Commissioner, New Delhi and to the Conciliation Officer (Central) concerned. It is the contention of the representative of the sponsoring union that the parties as did not comply with the direction given in clause 4 of Rule 58, the settlement is to be considered illegal in view of the decision referred to above. Apart from this fact the representative of the union further referring a decision reported in 1971 B.L.J.R. Page 854 submitted that so long the award of the Industrial Tribunal does not terminate or is not terminated in accordance with Section 19 of the Act, there cannot be a settlement between the employer and the employees in regard to matters covered by the Award. Now let us consider Section 19 of the I.D. Act, 1947. Sub-clause 3 of Section 19 speaks as follows :—

“An award shall, subject to the provision of this section, remain in operation for a period of one year (from the date on which the award becomes enforceable under Section 17A);

Provided that the appropriate Government may reduce the said period and fix such period as it thinks fit;

Provided further that the appropriate Government may, before the expiry of the said period, extend the period of operation by any period not exceeding one year at a time as it thinks fit so, however that the total period of any award does not exceed three years from the date on which it came into operation.;

Again sub-clause (6) of Section 19 speaks Notwithstanding the expiry of the period of operation under sub-section (3) the award shall continue to be binding on the parties until a period of two months have elapsed from the date on which notice is given by any party bound by the award to the other party or parties intimating its intention to terminate the Award.”

No evidence is forthcoming on the part of the management if any notice under clause (6) was given or not.

In the said decision Their Lordships of the Hon'ble Apex Court observed in para 9 of the Judgement "After due consideration of the matter I have come to the conclusion that so long the award of the Industrial Tribunal does not terminate or is not terminated in accordance with Sec. 19 of the Act, there cannot be a settlement between the employer and the employees in regard to matters covered by the Award. The remedy of the Management was to approach the Government under Sec. 19(4) of the Act for getting rid of the award first and then to arrive at a settlement. It seems under some wrong advice, but bona fide, the Management entered into an agreement with the Union representing the workmen and in pursuance of this agreement parted with a sum of Rs. 1,00,000 also, as we were informed at the Bar. But we have to take a legal view of the matter, and I think public policy and industrial truce demand that so long as the award of a competent authority remains in operation, parties by their mutual agreement should not be permitted to change the award." Therefore, observation of the Hon'ble Apex Court as referred to above it is clear that in no circumstance ignoring the provision as laid down in Section 19 of the I.D. Act, 1947 parties are absolutely incompetent to enter into any agreement to change the terms and conditions given in the Award as of their choice. On the contrary Ld. Advocate for the management referring the decision reported in BLJR 1978 (26) page 105 submitted that parties even when the Award remains valid are competent to enter into any settlement. I have carefully considered the decision of the Hon'ble Court as referred to above. Here the fact which is to be considered with all importance is that after entering into settlement during pendency of the Writ Petition management brought the matter to the notice of the Hon'ble High Court and Hon'ble High Court passed order that Award of the Tribunal stands substituted by settlement. Therefore, in the instant case it is clear that the said settlement got its legal value by order of the Hon'ble High Court as it was placed before the Hon'ble Court. Here the picture is quite different one. It is seen that during pendency of the said award parties entered into an amicable settlement and ignoring the award in question for its implementation. Even the parties did not consider to comply the strict guideline of Rule 58 (4) of the Industrial Dispute Act. It is seen that the management for the reasons best known to them intended to by pass the Award passed by my predecessor-in-office. It is fact that as per settlement they have paid all dues to the widow of J.P. Singhania but did not consider other observation of the Ld. Tribunal. Ld. Tribunal in the said Award made observation to the effect that the management may take a compassionate view and give employment to the dependent son as per rules and procedure. Instead of using the word "Shall" Ld. Presiding Officer used the word "May" in considering employment of one of the

dependent of the deceased worker. I have gone through the Award passed by my predecessor-in-office and it has been exposed clearly under which circumstance my predecessor-in-office made such observation in the Award. Therefore, the management had ample scope to consider whether any employment to one dependent son of the deceased workman may be given in view of observation made by my Ld. predecessor-in-office. As management entered into that settlement in violation of Section 19 and Rule 58(4) of the I.D. Act 1947 the same has no binding force and should be treated as illegal.

In the result, the following Award is rendered :—

"The demand by the Union for employment to Shri Anand Kumar Singhania as a dependent son of Late J.P. Singhania by the management of Nirsha Area of M/s. E.C.L. in terms of the CGIT Award in reference No. 310/1968 is justified. Consequently management is directed to consider employment to the dependent son of deceased worker J.P. Singhania in view of observation made in the Award passed by my predecessor-in-office in Ref. Case No. 310/86 within three months from the date of publication of the Award in the Gazette of India."

B. BISWAS, Presiding Officer

नई दिल्ली, 27 मई, 2005

का.आ. 2164.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा०को०को० लि० के प्रबंधांतर के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद II के पंचाट (संदर्भ संख्या 55/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-05-2005 को प्राप्त हुआ था।

[सं. एल-20012/462/2000-आईआर (सी-I)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 27th May, 2005

S.O. 2164.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 55/2001) of the Central Government Industrial Tribunal/Labour Court, Dhanbad II now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of BCCL and their workmen, which was received by the Central Government on 24-05-2005.

[No. L-20012/462/2000-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2)
AT DHANBAD

PRESENT:

SHRI B. BISWAS,
 Presiding Officer

In the matter of an Industrial Dispute under Section
 10(1)(d) of the I.D. Act, 1947

REFERENCE NO. 55 OF 2001

PARTIES : Employers in relation to the management of
 M/s. BCCL and their workman

APPEARANCES:

On behalf of the employers : Mr. H. Nath, Advocate

On behalf of the workmen : Mr. B.B. Pandey, Advocate.

State : Jharkhand Industry : Coal.

Dated, Dhanbad, the 29th April, 2005.

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/462/2000 (C-I), dated, the 19th February, 2001.

SCHEDULE

“Whether the demand of the Union for change of designation of Sri Ayodhya Mahato, Munshi as Transport Supervisor is proper and justified ? If so, to what relief is the concerned workman entitled ?”

2. The case of the concerned workman according to Written Statement submitted by the sponsoring union on his behalf in brief is as follows:—

The sponsoring union submitted that the concerned workman was posted as Nichitpur Colliery as Munshi. Thereafter by order of the management he was authorised to work as Transport Supervisor w.e.f. 1-6-85 and in that capacity he started working there. They submitted that after rendering continuous service as Transport Supervisor for a long period he submitted his representation to the management for his regularisation in the said post but the management did not consider his prayer though they considering the case of another workman Ramesh Kumar

Choubey regularised him in the said post. It has been alleged by the sponsoring union that management illegally, arbitrarily and violating the principle of natural justice refused to regularise him in the post of Transport Supervisor and for which he raised an Industrial Dispute before ALC (C) for conciliation which ultimately resulted reference to this Tribunal for adjudication.

The sponsoring union accordingly submitted prayer to pass award directing the management to change the designation of the concerned workman as Transport Supervisor in place of Munshi in Technical and Supervisory Grade ‘C’.

3. Management on the contrary after filing written statement-cum-rejoinder have denied all the claims and allegations which the sponsoring union asserted in the Written Statement submitted on behalf of the concerned workman. They submitted that the concerned workman by designation was a Munshi. They further submitted that as there was no existence of the post of Transport Supervisor as per job nomenclature formulated by JBCCI question of his giving authorisation to work as Transport Supervisor never arose. They disclosed that the concerned workman has been upgraded in Clerical Grade-I which is equivalent to Grade ‘C’ provided to Assistant Foreman. Knowing fully well of all these facts the sponsoring union without any basis raised an Industrial Dispute before the ALC (C) Dhanbad which is not tenable in the eye of law. Accordingly, they submitted prayer to pass award rejecting the claim of the concerned workman.

4. POINTS TO BE DECIDED

“Whether the demand of the union for change of designation of Sri Ayodhya Mahato, Munshi as Transport Supervisor is proper and justified ? If so, to what relief is the concerned workman entitled ?”

5. FINDING WITH REASONS

It transpires from the record that the sponsoring union with view to substantiate the claim of the concerned workman examined him as WW-1. Management also in support of their claim examined one witness as MW-1.

Here the point for consideration is whether the claim of sponsoring union for change of designation of the concerned workman as Transport Supervisor stands on cogent footing or not.

Considering the facts disclosed in the pleadings of both sides, evidence and materials on record there is no dispute to hold that concerned workman was posted at Nichitpur Colliery as Munshi.

WW-1 i.e. the concerned workman during his evidence disclosed that by order dt. 1-6-85 issued by the management he is discharging his duties as Transport

Supervisor. He disclosed that another workman Ramesh Kumar Choubey also got his posting as Transport Supervisor and subsequently by another office order he was regularised in the said post. In support of his claim the concerned workman relied on three office orders marked as Ext. W-1, W-2 and W-3 respectively. It is further contention of the concerned workman that after rendering long years of service continuously as Transport Supervisor when he submitted his representation to the management for his regularisation in the said post his claim was refused by the management though supporting the claim of Ramesh Kumar Choubey they regularised him as Transport Supervisor. WW-1 is an office order dt. 11-6-85 by which Colliery Engineer Nichtpur Colliery authorised the concerned workman to work as Transport Supervisor. Similarly by office order (Ext. W-2) issued by Area Manager, Transport dt. 19-12-89 Ramesh Kumar Choubey was also authorised to work as Transport Supervisor. Again by office order dt. 22-6-92 (Ext. W-3) Dy. Chief Personnel Manager, Sijua Area the service of said Ramesh Kumar Choubey was regularised as Transport Supervisor with immediate effect on his existing scale of pay and other terms and conditions of service. It is the contention of the concerned workman when management considering the case of Ramesh Kumar Choubey regularised him as Transport Supervisor they without any cogent reason refused to regularise him in the post of Transport Supervisor.

On the contrary from the evidence of MW-1 a different picture comes in. This witness during his evidence disclosed that there is no post in existence like Transport Supervisor at their colliery. He further disclosed that NCWA also has not provided any such post. He submitted that Colliery Engineer who issued the office order (Ext. W-1) was not at all competent to issue such order in favour of the concerned workman. He disclosed that the said Colliery Engineer issued that illegal order knowingly well that there was no existence of such post. He further disclosed that Area Manager (Transport) also had no authority to issue office order (Ext. W-2) designating Ramesh Kumar Choubey as Transport Supervisor. Similarly he submitted that Deputy Chief Personnel Manager was not the competent authority to regularise the said workman as Transport Supervisor (Ext. W-3). He categorically submitted that these office order were issued illegally. He further disclosed that when the concerned workman through sponsoring union raised Industrial Dispute before ALC (C) they submitted reply in details which during his evidence was marked as Ext. M-1.

In the said reply management categorically submitted that as per job nomenclature formulated by JBCCI there is no existence of the post Transport Supervisor. Further in the said reply it has also been disclosed that concerned workman was by designation a 'Munshi' and has got his promotion in clerical grade I and discharging his duties in that capacity. Considering the reply it comes into picture

that from the initial stage as the concerned workman was designated as Munshi in clerical grade he has got his promotion in clerical Grade-I. Question of considering his promotion in clerical Grade-I definitely would not arise if he was not a Munshi in Clerical Grade.

Therefore, before considering his claim for designating him and Transport Supervisor it is to be looked into firstly whether any such post is in existence under the management and secondly the Engineer who issued the office order had any competency to issue such order. Evidence of MW-1 and reply given by the management to ALC (C) (Ext. M-1) which has already been discussed above will expose clearly that neither as per job nomenclature issued by JBCCI nor as per N.C.W.A. there is existence of any post of Transport Supervisor. In course of hearing Ld. Advocate and representative of the sponsoring union as well as of the concerned workman admitted this fact which the management asserted. Therefore, it is clear considering submissions of both sides that there is no existence of any post of Transport Supervisor under the management. As per N.C.W.A. neither Colliery Engineer nor Area Manager (Transport) and Dy. Chief Personnel Manager of Sijua Area were competent enough to issue any such order. Therefore, there is sufficient reason to believe that these officers exceeding their limit and keeping the competent authority in the dark issued such order as of their choice for the reason best known to them. It is unbelievable to consider that these officers were not aware of their competency which order they can issue. They also were not unaware if there is any post of Transport Supervisor in existence under the management. If it is considered the existence of any such post in that case it is obvious that the said post carries the scale. If office order dt. 22-6-92 (Ext. W-3) issued by Dy. Chief Personnel Manager, Sijua Area is taken into consideration it will expose that in spite of alleged regularised of Ramesh Kumar Choubey in the post of Transport Supervisor no scale of wages was offered to him for the said post. On the contrary he was regularised in the existing pay, scale of pay and other terms and conditions of service which absolutely appears to be ambiguous and illegal. There is sufficient reason to believe that these officers exceeding their limit arbitrarily and whimsically as of their choice issued orders in favour of the workman for the reasons which they knew very well. Their such acts not only invites resentment in the industry between the employer and employees but also invites unnecessary litigation and harassment on both sides. There was no scope of raising such Industrial Dispute if the competent authority would intercept such action of the local management at the earliest possible time.

However, on careful consideration of all the facts and circumstances discussed above it is clear that there is no post of Transport Supervisor in existence as per job nomenclature declared by JBCCI under the management. Accordingly, when there is no existence of such post

question of designating the concerned workman as such does not arise and for which relying on illegal order issued by an Engineer who had no competency at all to issue such order, he is not entitled to get any relief.

In the result, the following Award is rendered :—

“The demand of the Union for change of designation of Shri Ayodhya Mahato, Munshi as Transport Supervisor is not proper and justified. Consequently, the concerned workman is not entitled to get any relief.”

B. BISWAS, Presiding Officer

नई दिल्ली, 26 मई, 2005

का.आ. 2165.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एअर इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नई दिल्ली-I के पंचाट (संदर्भ संख्या 85/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-05-2005 को प्राप्त हुआ था।

[सं. एल-11012/9/97-आईआर (सी-I)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 26th May, 2005

S.O. 2165.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 85/98) of the Central Government Industrial Tribunal/Labour Court, New Delhi-I now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Air India and their workman, which was received by the Central Government on 25-05-2005.

[No. L-11012/9/97-IR (C-I)]

S.S. GUPTA, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NEW DELHI

Shri S. S. Bal, Presiding Officer

I. D. No. 85/98

In the matter of dispute between :

Shri Onkar Nath S/o Shri Dhan Prakash,
R/o A-15, North Gonda,
New Delhi-110053

..... Workman

Versus

The Senior Manager,
Air India, Himalaya House,
K.G. Marg, New Delhi

.....Management

APPEARANCES:

Shri M.A. Niyazi A/R for the workman

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-11012/9/97-IR (Coal-I) dated 10-3-98 has referred the following Industrial Dispute to this Tribunal for adjudication :

“Whether Sh. Onkar Nath, Casual Loader was covered within the provisions of the scheme published in the Gazette of India dated 11-5-91 for absorption/regularisation of casual employees who was working with the management of Air India w.e.f. 23-3-81 and whether the action by the management of Air India by not regularising the services of Shri Onkar Nath, casual loader as per the scheme published in the Gazette of India dated 11-5-91 for regularisation of casuals is justified? If not, to what relief the concerned workman is entitled to and from what date?”

2. Brief facts of this case as culled from record are that the workman has been working with the management Air India w.e.f. September, 1981 during the year 1985 he alongwith other casual employees was not allowed to continue in the service by the management of Air India for reasons best known to it and the concerned officers of the management turned down his request to continue his services after 1985 on the ground that case is pending in court and they cannot be allowed to join service till the judgment is given. It is further stated that in the year 1989 he was called by the management Air India to join the duty and accordingly on receipt of letter he met Personnel Manager who took his letter and asked him to come again and his appointment was postponed on one pretext or the other and he was not reinstated. It is further stated that he is eligible to be reinstated in service as he has worked for more than 240 days during entire span in service and fulfilled the requirements of having worked for more than 240 days as per direction of CGIT. However he was not allowed to resume duty. He has come to know that respondent/Management he agreed to re-employ or reinstate casual workers who had actually worked with Air India after 1-1-86 for total period of not less than 240 days during their entire span of service on 31-12-87. It is further averred that the claimant has come to know that the management respondent has called back some of the casual labourers who did not fulfil the conditions stipulated by Air India to the effect that they have not worked after 1-1-86, such as

Jhamman Lal and Jai Singh. Shri Jhamman Lal have not worked with the management in the year 1985. Name of Jai Singh did not find place in the list furnished by Air India and Jhamman Lal and he (Claimant) are placed in similar situation. Thus the action of the management in not calling him and reinstating him in the job is not only discriminatory but also violative of Article 14 and 16 of the Constitution of India. He therefore, prayed to take him back in the job and regularize period of service retrospectively w.e.f. the date of the judgment of the Court.

3. The claim of the workman has been contested by the management by filing written statement raising pleas/preliminary objections namely that the claim being devoid of merits is not maintainable and the claimant has misrepresented the facts. As such he is not entitled to any relief.

4. On merits it is stated that claimant had worked as casual loader with the management only during the years 1981 to 1985. Thereafter, he abandoned the work and never turned up to perform any work with the management. Some casual workers filed the petition before the Supreme Court in 1987 for regularisation of their service. The Supreme Court directed the Central Government to refer the matter for adjudication to CGIT. Accordingly the matter was adjudicated upon and award dated 4-3-91 was passed holding that the regularisation of the workman shall be done in accordance with the scheme prepared by the management. The award was challenged by filing S.L.P. before the Supreme Court but the award was found to be fair and reasonable by the Hon'ble Supreme Court.

5. The scheme proposed by the management and approved by Central Government Industrial Tribunal, New Delhi is mentioned as under :

"We propose to draw out a list of petitioners who had been working with us on casual basis alongwith other casuall in order of seniority of number of days actually worked in descending order as per the following criteria :—

- (1) Total number of days would be calculated as on 31-12-87 since the reference was made by the Central Government for referring the dispute to the Central Government Industrial Tribunal on 23-9-1987;
- (2) Only such of the casuall would be eligible for employment who had actually worked for a total period or not less than 240 days during their entire span of service in Air India as on 31-12-1987;
- (3) Such of the casuall who have not worked with Air India after 1-1-1996 would not be eligible for consideration under the above scheme;
- (4) Such of the casuall against whom there are cases of misconduct would not be eligible for

consideration under the above scheme. This is as per the order passed by the Hon'ble Presiding Officer of the CGIT on 5th January, 1988;

- (5) The casuall would be regularised as per the corporation recruitment procedure including the interviews, pre-employment, medical examination and verification of character and antecedents by the Police Authorities etc. Age relaxation would be given; and
- (6) In terms of the above procedure, 112 writ petitioners would become eligible for regularisation/absorption subject to Air India Recruitment Procedure, over the period of next three years in phased manner."

6. The scheme was approved and duly published in the Gazette. It is further stated that the claimant Onkar Nath was not found eligible as he has not worked with Air India after 1-1-86 in view of clause 3 of the above scheme which states that such casuall who have not worked with Air India after 1-1-86 would not be eligible for consideration in the scheme. It is further stated that the present claim also suffers from delay and laches as the same has been preferred after 7 years and as such liable to be rejected. It is also stated that claimant cannot be regularised as the same would affect adversely the other employees regularised with the management complying with the provisions approved by the court in the said scheme of 1991. It is denied that Personnel Manager took any documents or appointment letter from him and he was asked to come again and again on one pretext or the other as stated. It is also denied that any arbitrary promotion has been given to other candidates namely Jhamman Lal & other as mentioned above. Jhamman Lal and Jai Singh had fulfilled all the eligibility criteria for appointment with Air India and as such no discriminatory attitude was adopted in case of workman and/or that Jhamman Lal and claimant are similarly situated. There is no violation of the provisions of Constitution of India. In view of the above submissions/pleas, the claim is sought to be dismissed, for the claimant is not entitled to relief of regularisation and reinstatement as claimed and award is sought to be passed in favour of the management.

7. In rejoinder the claimant denied the controverted pleas/averments and reiterated the contents of his claim statement and claimed that he worked upto year 1986 and he was refrained from working as casual loader by Air India.

8. Evidence of both the parties was recorded. Management examined Shri Azeem Akbar in support of its case as MW1 while workman examined himself as WW1 to prove his case. Then arguments were addressed and written submissions were furnished by both the sides. I have heard A/R of both the parties and perused the record meticulously.

9. The contention of the workman is that he had worked as loader after appointment with the management w.e.f. 23-3-81 till the year 1987 and continued to work for more than 240 days and as such he has fulfilled the requisite criterion of the scheme adopted by the management according to which the workman who worked for more than 240 days after 1-1-86 is entitled to regularisation. As such he is entitled to be regularised but this contention of the workman is refuted by the management contending that he did not work till after 1-1-86 and as such he failed to fulfil criterion of the approved scheme adopted by the management as mentioned above. The stand of workman in claim statement, affidavit and evidence before the court as to the year during which he worked is inconsistent.

10. The claim of the claimant that he worked w.e.f. 23-3-81 till the year 1987 as mentioned in affidavit Ex. WW1/1 in his evidence for the first time, does not appear to be correct. In his claim statement he has stated that he has worked with management during the period w.e.f. the year 1981 till the year 1985. In his cross-examination he has stated that he has worked as casual labourer w.e.f. 23-5-81 till the year 1987. He has not so mentioned in his claim statement, however, he admits in evidence that he has stated in his claim statement in para 1 that he had been working with Air India w.e.f. 1981 till 1985. He identified his signatures on the claim statement but he was unable to state about the contents of the same. He was also unable to state that when he filed his claim statement or when he presented his claim or if it was presented by himself or through someone else. Thus it is apparent that the fact that he worked till 1987 does not find mention in the claim statement where it is mentioned that he worked only till year 1985 (i.e. from September, 1981 to 1985). He has also relied upon Ex. WW1/3 extract from list of 17 workmen including him wherein workman Onkar Nath is shown to have worked as at Sl. No. 57 and date of his joining has been shown as 25-3-81 and days of work yearwise from 1981 to 1985 has been shown as under :—

1981—151

1982—131

1983—145

1984—024

1985—039

and thus he has worked for 490 days in all or in total during the year 1981 to 1985. This document which is relied upon by him does not show or mention that he (workman) has worked till the year 1987 as claimed by him, in his affidavit filed in his evidence as mentioned above. The workman has also shown copy of the Gazette of India dated 11-5-1981 wherein details of service of Air India workers have been mentioned at page 2192 onwards till pages 2200 and at page 2195 at Sl. No. 57 name of Onkar Nath S/o Dhan Parkash R/o A-15, near Govt. Hr. Secondary School North

Gonda, Delhi-51 and his date of appointment as 21-3-84 and designation has been shown as Casual Loader and period of service from 21-5-81 to March, 1986 and number of days have been shown as he has claimed that as per this Gazette at Sl. No. 57 it is apparent that he has worked w.e.f. 23-5-81 to March, 1986 and worked for 990 days in all but entry at Sl./col. No. 57 does not appear to pertain to the claimant the same pertains to Onkar Wasu. His name is not Onkar Wasu and that his father's name Shri Dharam Parkash is also not correct. As per his affidavit his father's name is Dhan Parkash. However his residential address has been mentioned as A-15, North Gonda, near Govt. Higher Secondary School, Delhi-53. Thus there is discrepancy in the name mentioned at Sl. No. 57 of Gazette as surname Wasu has not been mentioned. Even the father's name is different. The father's name of the claimant is Dhan Parkash whereas Onkar Wasu at Sl. No. 57 in Gazette is S/o Dharam Prakash though address appears to be same of the claimant and thus particulars mention at Sl. No. 57 in the Gazette does not appear to be the same of the claimant and thus it is not proved conclusively that the entry at Sl. No. 57 with name Onkar Nath Wasu S/o Dharam Parkash pertains to the workman Onkar Nath. Therefore, in my view the claimant has failed to prove that he has worked till 1-1-86 as required and fulfilled the criterion of clause 3 of the above scheme.

11. It is worth while to mention here that after the conclusion of arguments while the award was being dictated, the workman moved two applications one dt. 20-10-2004 under Order 19 Rule (1) read with Section 151 CPC for placing certain documents such as ration card etc. and driving Licence on record and the other application dt. 25-2-05 under Order 11 Rule 14 read with section 165 of Evidence Act r/w Section 151 CPC for seeking direction to the management/respondent to produce the record of his attendance & employment for the period during 1986/87 to prove that he has worked till during the month of March, 1986/1987 but the said applications have been disposed by me vide separate order dt. 06-05-2005.

12. It is not out of place to mention that the aforesaid scheme of absorption and regularisation of casual employees who were working with the management of Air India w.e.f. 23-1-81 published in the Gazette of India dated 11-5-91 was proposed by the management and approved by the Central Govt. Industrial Tribunal and found practicable and reasonable by the Hon'ble Supreme Court of India. This fact is not disputed by the applicant-claimant Onkar Nath. He is not covered under the said scheme and the action of the management of Air India by not regularising his service as casual loader as per the said scheme is justified. Reference is answered in the affirmative. Accordingly award is passed. File be consigned to Record Room.

Dated : 20-05-2005

S. S. BAL, Presiding Officer

नई दिल्ली, 26 मई, 2005

क्रा. आ. 2166.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक आफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (संदर्भ संख्या 265/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-5-2005 को प्राप्त हुआ था।

[सं. एल-12012/356/96-आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 26th May, 2005

S.O. 2166.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 265/1997) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the Management of Central Bank of India and their workmen, received by the Central Government on 25-5-2005.

[No. L-12012/356/1996-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT JABALPUR

NO. CGIT/LC/R/265/97

Presiding Officer : Shri C. M. Singh

Shri Rajesh Kumar Khobragade,
S/o Madhukarrao Khobragade,
300 Rahul Nagar, Pampapur,
MACT Road, Bhopal.

Workman

Versus

The Regional Manager,
Central Bank of India,
Regional Office, Arora Colony,
Bhopal

Management

AWARD

Passed on this 16th May, 2005

The Government of India, Ministry of Labour vide its Notification No. L-12012/356/96/IR (B-II) dated 29-8-97 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of Central Bank of India in terminating the services of

Rajesh Kumar Khobragade from 20-11-95 is legal and justified? If not what relief the said workman is entitled to?”

2. After the reference order was received, it was duly registered on 17-9-97 and notices were issued to the parties to file their respective statement of claims. The case was taken up at camp court, Bhopal on 3-5-2005. On this date, the workman Shri Rajesh Khobragade and Shri R. K. Srivastava, Law Officer for management were present. The workman moved an application (Paper No. 8) with the prayer that this matter be closed as no dispute is left between him and the management. Shri R. K. Srivastava, Law Officer for management made an endorsement on this application to the effect that matter has been compromised and he has no objection if the aforesaid application of the workman is allowed. Under the above circumstances, the reference was closed for Award.

3. It is very clear from the above that No Dispute is left between the parties and the parties do not want to contest this reference. Under the above circumstances, No Dispute Award is passed without any order as to costs.

4. The copy of the Award be sent to the Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 27 मई, 2005

क्रा. आ. 2167.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी०सी०एल० के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद- II, के पंचाट (संदर्भ संख्या 277/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-5-2005 को प्राप्त हुआ था।

[सं. एल-20012/22/96-आई आर (सी-I)]

एस० एस० गुप्ता, अवर सचिव

New Delhi, the 27th May, 2005

S.O. 2167.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 277/99) of the Central Government Industrial Tribunal/Labour Court, Dhanbad - II, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CCL and their workman, which was received by the Central Government on 24-05-2005.

[No. L-20012/22/96-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2)
AT DHANBAD

PRESENT

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under
 Section 10 (1) (d) of the I. D. Act, 1947

Reference No. 277 of 1999

Parties :

Employers in relation to the management of Jharkhand
 Colliery of M/s. CCL and their workman.

Appearances :

On behalf of the workman : Mr. K. Chakravorty,
 Advocate.

On behalf of the employers : Mr. D. K. Verma
 Advocate

State : Jharkhand Industry : Coal

Dhandbad, the 29th April, 2005

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10 (1) (d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication *vide* their Order No. L-20012/22/96-IR (C-I), dated, the 15th July, 1999.

SCHEDULE

“KYA C.C.L., JHARKHAND COLLIERY KEY PRABANDHTANTRA DWARA DINANK 15-4-1995 SEY SHRI RIJHU RAVIDAS TYNDAL KO SEVA NIVRIT KIYA JANA VIDHIVAT, NIYAMANUSAR EVAM NAYOCHIT HAI ? YADI NAHI TO KARMKAR KIS RAHAT KEY PATRA HAI TATHA KIS TARIKH SEY?

2. The case of the concerned workman according to Written Statement submitted by the sponsoring union on his behalf in brief is as follows :—

The Sponsoring union submitted that the concerned workman got his appointment as a permanent workman on 18-11-73 and at the time of his entry in the service management recorded his date of birth as 11-12-42. They submitted that thereafter management issued identity card to him wherein his date of birth also was recorded as 11-12-1942. Thereafter Management issued service excerpt to him wherein also his date of birth was recorded as 11-12-42. They submitted that as date of birth was correctly recorded in the service excerpt concerned workman without raising any objection

relating to his date of birth returned back the same to the management. They alleged that thereafter in the name of alleged medical examination on 21-9-94 the age of the concerned workman was determined as 60 years as on 21-9-94 and relying on the alleged medical report management illegally and arbitrarily superannuated him from his service.

They submitted that being aggrieved by the said decision the concerned workman raised an Industrial Dispute before ALC(C) for conciliation but as the said conciliation proceeding ended in failure the matter was referred to the Ministry. They submitted that unfortunately the appropriate Govt. without appreciating the fact of the case rejected the dispute for reference. The concerned workman against that order filed a Writ Petition before Hon'ble High Court, Ranchi which was registered as C.W.J.C. No. 3742/97 (R) and the Govt. referred the dispute for adjudication in view of order dated 10-5-99 passed by the Hon'ble Court. They alleged that action of the Management superannuating the concerned workman from service w.e.f. 15-4-95 was not only illegal and arbitrary but also it violated the principle of natural justice as the Medical Board neither examined him clinically nor conducted any ossification test. Accordingly, they submitted prayer to pass award with direction to the management to reinstate the concerned workman in service with full back wages and consequential relief.

3. Management on the contrary after filling Writtern Statement-cum-rejoinder have denied all the claims and allegations which the sponsoring union asserted in the Written Statement.

They submitted that as per service record date of birth of the concerned workman was recorded as 11-12-42. They disclosed that in the year 1987 service excerpt was issued to him wherein also his same date of birth was recorded. They submitted that after receipt of the service excerpt concerned workman raised objection against his date of birth recorded therein. Accordingly, after receipt of the said objection they referred him to Medical Board for assessment of his age but the said Medical Board again referred him to Apex Medical Board for assessment of his age. They disclosed that the Appellate Medical Board examined the concerned workman on 21-9-94 and found him more than 60 years as on 21-9-94. However, the area management received letter to that effect on 14-4-95 and accordingly, they superannuated him from his service with effect from 15-4-95 although the workman concerned workman attained the age of superannuation on 21-9-1994.

They submitted that after his superannuation the concerned workman through sponsoring union raised an Industrial Dispute for conciliation which ended in failure. They further submitted that as the said Medical examination of the concerned workman was conducted as

per instruction given in J. B. C. C. I Circular No. 76 the appropriate Govt. also refused to make any reference over the said dispute. However, subsequently by order of the Hon'ble Court the instant reference was initiated.

They submitted that order of superannuation of the concerned workman from service was legal and justified and accordingly he is not entitled to get any relief.

4. POINTS TO BE DECIDED.—“Whether the action of the Management of Jharkhand Colliery in superannuating Sri Rijhu Rabidas Tyndal w.e.f. 15-4-95 is legal proper and justified? If not, to what relief the workman is entitled and from what date?”

5. FINDING WITH REASONS.—It transpires from the record that neither the sponsoring union nor the Management adduced any evidence in support of their respective claim. Therefore, relying on the facts disclosed in the pleadings of both sides it is to be taken into consideration how far the claim of the sponsoring union stands on cogent footing.

Considering the facts disclosed in the pleadings of both sides there is no dispute to hold that in the service record date of birth of the concerned workman was recorded as 11-12-42. It is the contention of the sponsoring Union that in the year 1987, Management issued service excerpt to the concerned workman wherein as the same date of birth was recorded he did not consider necessary to raise any dispute in that regard. They alleged that Management on the basis of Medical examination report superannuated the concerned workman from his service. They alleged that neither any clinical test nor any ossification test of the concerned workman was held for assessment of his age.

On the contrary a different picture comes in from the statement of the management. They disclosed that in the year 1987 service excerpt was issued to the concerned workman wherein his date of birth and other particulars were recorded. They submitted that on receipt of the said service excerpt concerned workman raised his objection over his date of birth recorded therein and for which to determine the correctness of his claim in respect of his age he was referred to Medical Board. The said Medical Board then referred him to Apex Medical Board for determination of his age. The said Apex Medical Board examined him on 21-9-94 and found him more than 60 years of age as 21-9-94. Thereafter, they received the letter from the Head Quarter on 14-4-95 and accordingly they superannuated him w.e.f. 15-4-95.

Now considering the submissions of both sides as per Written statement it is clear that date of birth of the concerned workman in the service excerpt was recorded as 11-12-42. While the claim of the concerned workman is that he returned back the service excerpt to the

Management without raising any objection as his age was properly recorded the claim of the management is that on receipt of the service excerpt he raised his objection against the date of birth recorded therein and which they referred him to medical board for determination of his age. It is not the claim of the concerned workman that neither he was referred to the Medical Board nor he was examined there in connection with determination of his age. When Management in their written statement categorically submitted that date of birth of the concerned workman in the service record as well as in the service excerpt was recorded as 11-12-42, it should be presumed that they had no doubt about his date of birth recorded in the official papers.

In natural course the question which has been cropped up is what was the reason for referring the concerned workman to Medical Board for determination of his age particularly when they accepted his date of birth recorded in the official papers. Considering submission of the Management as per written statement it transpires that practically on the insistence of the concerned workman they had to take that decision. It is their specific claim that the concerned workman was not satisfied with the date of birth recorded in the service excerpt he raised objection which led them to refer him to Medical Board for his medical examination with a view to determine his age. Therefore, the plea taken by the concerned workman is not all tenable. In spite of getting ample opportunity the sponsoring union did not consider necessary to adduce evidence. Onus absolutely rests on the concerned workman to establish that Management illegally and arbitrarily superannuated from his service. It should be taken into consideration that facts disclosed in the Written Statement cannot be considered as substantive piece of evidence until and unless the same are substantiated by cogent evidence either oral or documentary. As the concerned workman failed to substantiate his allegation in spite of getting sufficient opportunity I find no scope to uphold his claim just relying on the facts disclosed in the Written statement and for which he is not entitled to get any relief.

In the result, the following Award is rendered.—

“The action of the management of Jharkhand Colliery in superannuating Sri Rijhu Rabidas Tyndal w.e.f. 15-4-95 is legal, proper and justified. Consequently, the concerned workman is not entitled to get any relief.”

B. BISWAS, Presiding Officer

नई दिल्ली, 27 मई, 2005

का. आ. 2168.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार

औद्योगिक अधिकरण/श्रम न्यायालय धनबाद-I के पंचाट (संदर्भ संख्या 33/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-5-2005 को प्राप्त हुआ था।

[सं. एल-20012/113/94-आई आर (सी-I)]

एस० एस० गुप्ता, अवर सचिव

New Delhi, the 27th May, 2005

S.O. 2168.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 33/95) of the Central Government Industrial Tribunal/Labour Court, Dhanbad -I, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 24-05-2005.

[No. L-20012/113/94-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. I) DHANBAD

In the matter of a reference under Section 10(1) (d) (2A) of the I. D. Act., 1947.

Reference No. 33 of 1995

PARTIES:

Employers in relation to the management of M/s. B.C.C.L.

AND

Their Workmen.

PRESENT:

SHRI S. PRASAD
Presiding Officer

APPEARANCE :

For the Employers : Shri D. K. Verma
Advocate.

For the Workman : None

State : Jharkhand

Industry : Coal

Dated, the 3rd May, 2005

AWARD

By Order No. L-20012(113)/94-I.R. (Coal-I) dated, the 29th March, 1995 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Dispute Act, 1947 referred the dispute for adjudication to this Tribunal:—

“ Whether the action of the Management of BCCL Koyala Bhawan, Koyala Nagar, Dhanbad in

referring the case of Shri G. K. Sahay twice to Medical Board and deny employment of the dependent of Shri G. K. Sahay is justified ? If not to what relief Shri G. K. Sahay is entitled to and from which date ?

2. In this case though written statement was filed on behalf of the concerned workman but since 12-8-2003 neither the sponsoring union nor the concerned workman is appearing before this Tribunal to take any further step. Therefore, it appears that the concerned workman is not interested to proceed with the case.

3. In such circumstances, I render a ‘No Dispute’ Award in this reference case.

S. PRASAD, Presiding Officer

ई दिल्ली, 30 मई, 2005

का. आ. 2169.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद-II के पंचाट (संदर्भ संख्या 23/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2005 को प्राप्त हुआ था।

[सं. एल-20012/570/2001-आई आर (सी-I)]

एस० एस० गुप्ता, अवर सचिव

New Delhi, the 30th May, 2005

S.O. 2169.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 23/2002) of the Central Government Industrial Tribunal/Labour Court, Dhanbad -II, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 26-05-2005.

[No. L-20012/570/2001-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2), AT DHANBAD

PRESENT:

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section 10 (1) (d) (2A) of the I. D. Act, 1947.

Reference No. 23 of 2002

PARTIES :

Employers in relation to the management of Western Washery Zone of M/s BCCL, Dhanbad and their workman.

APPEARANCES :

On behalf of the Workman : Mr. B. N. Singh, Ld. Advocate.

On behalf of the Employers : Mr. R. N. Ganguli, Ld. Advocate

State : Jharkhand Industry : Coal

Dated, Dhanbad, the 13th May, 2005

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1) (d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/570/2001/I.R. (C-1) dt. 28-2-2002.

SCHEDULE

“Whether the action of the Management of Western Jharia Area of M/s BCCL in cancellation of duly granted leave to Shri Surendra Prasad Foreman Incharge of Mehuda Coal Washery from 20-11-2000 to 22-11-2000 and not paying him wages for this period is proper and justified? If not, to what relief the workman is entitled?”

2. The case of the concerned workman according to written statement submitted by the sponsoring union on his behalf in brief is as follows:

They submitted that the concerned workman is a permanent workman and posted at Mahuda Coal Washery as Foreman Incharge. They disclosed that management granted casual leave from 20-11-2000 to 23-11-2000 on 13-11-2000 on receipt of his application dt. 13-11-2000 and after getting sanctioned he proceeded on leave.

They alleged that management illegally and arbitrarily withheld wages for three days out of four days sanctioned leave and paid wages for one day leave without assigning any reason. Accordingly, he submitted application to the Project Officer, Mahuda Area with request to release wages for three days which was arbitrarily and illegally not paid to him but of no avail. As such he submitted application dt. 5-3-2001 to the General Manager, Western Washery Zone in that regard but that too did not yield any fruitful result in the matter of releasing his wages for three days and for which he raised an Industrial Dispute before ALC(C) for conciliation which ultimately resulted reference to this Tribunal by the Ministry for adjudication.

The sponsoring union accordingly submitted prayer to pass award directing the management to release three days wages out of four days sanctioned leave from 20-11-2000 to 23-11-2000.

3. Management on the contrary after filing written statement-cum-rejoinder have denied all the claims and allegations which the sponsoring union asserted in the written statement submitted on behalf of the concerned workman.

They submitted that the concerned workman submitted application for casual leave from 20-11-2000 to 23-11-2000 through his Controlling Officer who forwarded the same to the Project Officer, Mahuda Coal Washery for sanction, but the said leave was not sanctioned by the Project Officer as there was a strike notice served by Bihar Colliery Kamgar Union along with others to go on strike from 20-11-2000 to 22-11-2000.

They submitted that keeping in view of the aforesaid strike notice various steps were taken by them to run the project during strike period. As part of such steps all leave already sanctioned to different workmen and rest days during strike period mentioned above were cancelled by an office order no. 2031 dt. 19-11-2000. The copies of the said office order was prominently displayed on Notice Board and also endorsed to all Shift Engineers, Departmental Heads Attendance clerks, Office Superintendent and others who in turn had informed every body about the same. They submitted that despite cancellation of leave, the concerned workman did not attend his duties and absented from 20-11-2000 to 22-11-2000 indicating that he participated in the strike.

Accordingly, they submitted that as the concerned workman inspite of getting proper information about cancellation of his casual leave remained himself absent from duty they did neither take any arbitrary decision nor committed any illegality in not releasing payment of three days wages as mentioned above to him. In view of the facts and circumstances they submitted prayer to pass award rejecting the claim of the concerned workman.

4. Points to be decided:

“Whether the action of the management of Western Jharia Area of M/s. BCCL in cancellation of duly granted leave to Shri Surendra Prasad Foreman Incharge of Mahuda Coal Washery from 20-11-2000 to 22-11-2000 and not paying him wages for this period is proper and justified? If not, to what relief the workman is entitled?”

5. Finding with reasons:

It transpires from the record that the sponsoring union inspite of getting sufficient opportunity did not

consider necessary to adduce any evidence on their part with a view to substantiate their claim.

Management on the contrary examined one witness as MW-1 in support of their claim.

Considering the facts disclosed in the pleading of both sides and evidence of MW1, I find no dispute to hold that the concerned workman was Foreman incharge at Mahuda Washery. It is admitted fact that he submitted an application for sanctioning of casual leave for four days from 20-11-2000 to 23-11-2000. It is the contention of the sponsoring union that after getting sanction of casual leave for the period in question the concerned workman enjoyed the same but management illegally and arbitrarily did not pay wages for three days, i.e. for 20-11-2000 to 22-11-2000.

On the contrary management without raising any dispute about submission of leave application by the concerned workman for the period in question submitted that his leave was not at all sanctioned by the Project Officer. MW1 who was controlling Officer of the concerned workman during his evidence disclosed that the said workman when submitted his leave application he forwarded the same to the Project Officer for its sanction but he was not aware to that leave was sanctioned. On the contrary, this witness disclosed that as Bihar Colliery Kamgar Union served strike notice to the management to observe strike for the period from 20-11-2000 to 22-11-2000. The Superior Authority as per clause 17:6 of the Certified Standing Order cancelled all leave already sanctioned to the workman for the period in question and issued an order to that effect which was communicated to all concern. The said office order during evidence of MW1 was marked as Exhibit M-1.

Clause 17:6 of the Certified Standing Order speaks that leave already granted to the workman may be revoked or modified in the interest of the work by the sanctioning authority.

It is the contention of the management that as a strike notice was issued they as a precautionary measure for operating the plant during strike period cancelled leave granted to the workman so that their service during that period could be procured. MW1 during his evidence disclosed that the said strike was on from 20-11-2000 to 22-11-2000 and during that period the concerned workman did not attend to his duty knowing fully well of the fact that no leave was sanctioned to him.

In the circumstances onus is on the sponsoring union to establish that the concerned workman enjoyed four days casual leave duly sanctioned by the management and he was not at all aware either about the strike called

by the union or about cancellation of leave to all workman on issuing office order by the Superior Authority.

The Office Order marked as Exhibit M-1 has exposed clearly that not only all leave sanctioned to the workman were cancelled but also the rest days for the workmen fell during the strike period also were cancelled and the said office order was communicated to all concern on the previous days of the strike. Therefore, there is no scope to any that concern workman was not aware about cancellation of the leave if at all sanctioned by the management.

It transpires that in spite of getting sufficient opportunity the sponsoring union have failed to produce any order to show that on getting his leave sanctioned the concerned workman proceeded on leave and management illegally deducted his wages for three days. On the contrary considering all facts and circumstances, there is sufficient reason to believe that knowing fully well about cancellation of his leave and also about the strike called by Union he did not attend to his duty. As the concerned workman remained absent from duty without any sanction leave there is no scope to say that management illegally and arbitrarily refused to pay wages for three days, i.e. from 20-11-2000 to 22-11-2000. In view of the facts and circumstances discussed above I hold that the concerned workman is not entitled to get any relief according to his prayer.

In the result the following award is rendered *ex-parte*:

“That action of the management of Western Jharia Area of M/s. BCCL in cancellation of duly sanctioned leave to Surendra Prasad, Foreman Incharge, Mahuda Coal Washery from 20-11-2000 to 22-11-2000 and in not paying wages for this period is proper and justified.

Consequently, the concerned workman is not entitled to get any relief.”

B. BISWAS, Presiding Officer

नई दिल्ली, 30 मई, 2005

का. आ. 2170.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय घनबाद 2 के पंचाट (संदर्भ संख्या 10/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2005 को प्राप्त हुआ था।

[सं. एल-20012/504/2001-आई आर (सी-1)]

एस० एस० गुप्ता, अवर सचिव

New Delhi, the 30th May, 2005

S.O. 2170.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 10/2002) of the Central Government Industrial Tribunal/Labour Court, Dhanbad -II, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 26-05-2005.

[No. L-20012/504/2001-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD PRESENT:

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section 10 (1) (d) (2A) of the I. D. Act, 1947.

REFERENCE NO. 10 OF 2002

PARTIES:

Employers in relation to the management of Joyrampur Colliery of M/s BCCL, and their workman.

APPEARANCES:

On behalf of the Workman	: None
On behalf of the Employers	: Mr. D. K. Verma Advocate
State : Jharkhand	Industry : Coal

Dated, Dhanbad, the 13th May, 2005

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1) (d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/504/2001/I.R. (C-1) dt. 20th February, 2002.

SCHEDULE

Whether the Management of BCCL Jealgora Colliery is justified in dismissing Sri Kali Pado

Mallick from service? If not, to what relief is the workman entitled?"

2. The case of the concerned workman according to Written Statement submitted by the sponsoring union on his behalf in brief is as follows:—

They submitted that the concerned workman got his appointment as Minor/Loader on 11-5-79 at Joyrampur Colliery under the management.

They alleged that with the allegation of committing misconduct on the ground of absentism management issued a chargesheet to the concerned workman. Thereafter, in a very arbitrary way a domestic enquiry was held against him. The enquiry officer also without considering all material aspects and merits of the chargesheet submitted his report to the Disciplinary Authority and thereafter Disciplinary Authority dismissed him from service. They alleged specifically that management illegally, arbitrarily and violating the principle of natural justice dismissed the concerned workman from his service and for which he submitted representation to the management for his reinstatement but to no effect which compelled him to raise Industrial Dispute before ALC(C) for conciliation. They submitted that instant reference case has been initiated for adjudication due to failure of the conciliation proceeding.

The sponsoring union accordingly submitted their prayer to pass award directing the management to reinstate the concerned workman to his service with full backwages and other consequential relieve.

3. Management on the contrary after filing written Statement-cum-rejoinder have denied all the claims and allegation which the sponsoring union asserted in the Written Statement submitted on behalf of the concerned workman.

They submitted that the concerned workman was a habitual absentee and for his absence on different unauthorised occasions they issued chargesheet to him though they took lenient view at the time of imposing punishment on him when he was found guilty to the charge brought against him.

In the instant case management issued chargesheet to him bearing No. 1285 dt. 25-9-97 for his remaining unauthorised absence from 16-1-97. After receipt of the chargesheet he submitted his reply as the same was not found satisfactory the Disciplinary Authority arranged for holding domestic enquiry against him.

The enquiry officer after holding the enquiry in accordance with the principle of law submitted his report to the Disciplinary Authority. The Disciplinary Authority after careful consideration of the report and other material aspects dismissed him from service w.e.f. 19-3-99 vide dismissal letter dt. 19-3-99. They submitted that neither

they committed any illegality nor took any arbitrary decision in dismissing the concerned workman from his service and accordingly, they submitted their prayer to pass award rejecting the claim of the sponsoring union.

4. POINTS TO BE DECIDED.—

“Whether management of BCCL Jealgora Colliery is justified in dismissing Sri Kali Pado Mallick from service? If not, to what relief is the workman entitled?”

5. FINDING WITH REASONS

Before taking up hearing this case on merit it was taken into consideration if domestic enquiry held against the concerned workman was fair, proper and in accordance with the principle of natural justice. From the record it transpires that the said issue on preliminary point was disposed of vide Order No. 10 dt. 22-11-04 in favour of the management.

Now on merit the point for consideration is if the management have been able to substantiate the charge brought against the concerned workman and if so is there any scope to review the punishment imposed upon him invoking Section 11A of the I.D. Act.

During evidence of MW-1 the copy of chargesheet issued to the concerned workman was marked as Ext. M.2. The chargesheet speaks that the same was issued to him with the allegation of committing misconduct for violation of Clause 26.1.1 of the Certified Standing order. The ground of charge is as follows :—

“It has been found from our record that you were allowed to resume duty on 16-1-97 but you did not resume your duty on 16-1-97 and remain absence from your duty since 16-1-97 to till date without information to the competent authority.”

The chargesheet was issued vide Ref. No. BCCL/JCY/A/97/CS/1285 dt. 25-9-97. Therefore, it speaks clearly that management issued chargesheet to him after remaining absent continuously for more than a period of nine months without giving any further intimation to the management from 16-1-97 i.e. the date when he was supposed to join his duty. No doubt the concerned workman after receipt of the chargesheet submitted his reply. In the reply he took the plea that while he was at his native village he fell ill suddenly and for which he could not get scope to resume his duty. He however, expressed his faults for not giving intimation to the management about his reason of his absence from duty. During evidence of MW-1 the reply submitted by the concerned workman is marked as Ext. M-3. As the Disciplinary Authority was not satisfied with his reply they initiated a domestic enquiry against him appointing an Enquiry Officer. MW-1 during his evidence disclosed that

full opportunity was given to the concerned workman to defend his case through his co-worker. After completion of domestic enquiry the said Enquiry Officer submitted his report to the Disciplinary Authority holding the concerned workman guilty to the charges sheet brought against him. the enquiry report during evidence of MW-1 was marked as Ext. M-8. It transpires from the report that inspite of giving opportunity the concerned workman did not consider necessary to adduce any evidenc in support of his claim. In the reply to the chargesheet he took specific plea that he could not attend to his duty as he fell ill suddenly at his native village. It is seen that concerned workman remained absent from duty continuously for a period of over nine months. It was his bounden obligation to produce necessary medical papers before the Enquiry Officer to establish that he was actually lying ill and for that reason he did not get scope to attend his duty. As he failed to produce a single medical paper in support of his ailment in course of hearing before the Enquiry Officer there is sufficient person to believe that the plea of his ailment which he took was not correct and he took so with a view to evade the charge brought against him.

Clause 26.1.1 of the Certified Standing Order speaks that late attendance or wilful or habitual absence from duty without sufficient cause amounts to misconduct.

As the concerned workman remained himself absent from duty for over nine months continuously without giving any intimation to the management there is sufficient scope to say that management was justified in issuing chargesheet to the concerned workman on the ground of committing misconduct for violation of clause 26.1.1 of the Certified Standing orders applicable to the employees of the management. I have carefully considered all material papers of the enquiry proceeding marked as Ext. M-7. series. Considering all these papers it has been established clearly that the concerned workman absolutely failed to justify the reason of his long absence from duty without giving any information to them. After careful consideration of all materials on record I find no dispute to hold that management have been able to substantiate the charge brought against the concerned workman under clause 26.1.1 of the Certified Standing order with all reasonable certainty.

It is the specific claim of the management that disciplinary Authority considering report of the Enquiry Officer as well as considering past service record of the concerned workman decided to dismiss him from service and accordingly the order of dismissal was issued against him. The order of dismissal during evidence of MW-1 was marked as Ext. M-10. It is admitted fact that as concerned workman was dismissed from service the sponsoring union raised industrial dispute challenging the validity and legality of the said order. In view of my discussion above I find no dispute to hold that management have been able to substantiate the charge brought against him.

Now the point for consideration is if there is any scope to review the said order of dismissal issued against the concerned workman by the management invoking the provision as laid down in Section 11A of the I.D. Act., 1947 Section 11A of the Industrial Dispute Act speaks as follows :—

“Where an Industrial dispute relating to the discharge or dismissal of a workman has been referred to a Labour Court, Tribunal or National Tribunal for adjudication and, in the course of the adjudication proceedings, the Labour Court, Tribunal or National Tribunal, as the case may be, is satisfied that the order of discharge or dismissal was not justified, it may, by its award set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any, as it thinks fit, or give such other relief to the workman including the award of any lesser punishment in lieu of discharge or dismissal as the circumstances of the case may require.”

Therefore, according to the provision of law it is to be taken into consideration if the said order of dismissal issued against the concerned workman was justified and it was proportionate to the misconduct committed by him.

It is the specific allegation of the management that the concerned workman was in the habit of committing such misconduct. They disclosed that in the year 1995 a chargesheet was issued against the concerned workman for committing misconduct on the ground of absentism under clause 26.1.1 of the Certified Standing Order. Again similar chargesheet was issued in the year 1996. The said two chargesheets during hearing were marked as Ext. M-6/5 and M-6/3 respectively. It is the contention of the management that in both the cases domestic enquiry were held against the concerned workman and he was found guilty to the charges brought against him. They submitted that instead of imposing major punishment order for stoppage of one S.P. RA was issued only with a view to give him an opportunity for his rectification in future so that he could prove himself to a disciplined worker. The sponsoring union could not deny this fact. Therefore, it is seen that the concerned workman was in the habit of committing such type of misconduct and in doing so he did not care to maintain discipline at his place of work.

The allegation of the management is that it was the third consecutive occasion when they compelled to issue chargesheet to the concerned workman for committing misconduct on similar ground. No doubt in the present case the concerned workman took the plea that owing to his illness he could not attend to his duty. In view of my discussion above it has been exposed clearly that the concerned workman has absolutely failed to justify his claim. Therefore, it has been exposed clearly that the opportunity which management gave was absolutely missed by him. It is to be borne into mind that every

workman is involved directly for the purpose of production and any deviation definitely will hamper in operating the production smoothly. Apart from this fact for the interest of administration it is expected that a workman not only should be duly bound in discharging his duties but also he cannot evade his responsibility to maintain discipline at his place of work. The conduct of the concerned workman if looked into will speak clearly that he did not care not only to perform his duty properly but also was very much indisciplined. It is not expected that he will be allowed to work as of his choice ignoring the discipline at his place of work. It is seen that he misused the opportunity for his rectification in future which was given to him by the management. As such after careful consideration of all the facts and circumstances I hold that the punishment which management imposed upon him was justified. There is no scope to say that it was disproportionate to the misconduct committed by him. Accordingly there is no reason to say that management illegally, arbitrarily violating the principle of natural justice dismissed him from service and for which he is not entitled to get any relief. In the result, the following Award is rendered :—

“The management of BCCL Jealgora Colliery is justified in dismissing Sri Kali Pado Mallick from service. Consequently, the concerned workman is not entitled to get any relief.”

B. BISWAS, Presiding Officer

नई दिल्ली, 30 मई, 2005

का. आ. 2171.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय घनबाद II के पंचाट (संदर्भ संख्या 52/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2005 को प्राप्त हुआ था।

[सं. एल-20012/454/99-आई आर (सी-I)]

एस० एस० गुप्ता, अवर सचिव

New Delhi, the 30th-May, 2005

S.O. 2171.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 52/2000) of the Central Government Industrial Tribunal/Labour Court, Dhanbad-II, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 26-05-2005.

[No. L-20012/454/99-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD****PRESENT:**

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section 10 (1) (d) of the I. D. Act, 1947.

REFERENCE NO. 52 OF 2000

PARTIES : Employers in relation to the management of North Tisra Colliery of M/s BCCL and their workman.

APPEARANCES :

On behalf of the Workman : Mr. D. Mukherjee,
Advocate

On behalf of the Employers : Mr. S. N. Sinha,
Advocate

State : Jharkhand Industry : Coal

Dated, Dhanbad, the 10th May, 2005

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1) (d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/454/99/I.R. (C-1) dated, the 7th March, 2000.

SCHEDULE

“Whether the demand of the Bihar Pradesh Collier, Mazdoor Congress from the Management of North Tisra Colliery, Jeenagora for employment of Sri Ganesh Tiwary, the dependant of late Deobali Tiwary is justified? If so, to what relief is the dependant of the workman entitled?”

2. The case of the petitioner workman according to Written Statement submitted by the sponsoring union on his behalf in brief is as follows :

The sponsoring union submitted that late Deobali Tiwary was surface Munshi at North Tisra Colliery who died on 14-5-89 while he was in employment under the management. They submitted that as per clause 9.4.2 and 9.4.3 of NCWA the dependant of deceased employee is entitled to get employment and accordingly Shri Ganesh Tiwary i.e. the petitioner applied for employment under the management and submitted all relevant papers in support of his claim. They disclosed that late Deobali Tiwary nominated the name of Ganesh Tiwary as a nominee both for the purpose of C.M.P.F. and Gratuity being his dependant. Accordingly they submitted that the petitioner

Ganesh Tiwary is entitled to get employment under the management as per provisions of NCWA. They alleged that knowing fully of this fact management refused to provide him employment illegally and arbitrarily and for which they raised an industrial dispute for conciliation which ultimately resulted reference to this Tribunal for adjudication. The sponsoring union accordingly submitted prayer to pass an Award directing the management to provide employment to the concerned petitioner with all other benefits as per the provisions of NCWA.

3. Management on the contrary after filing W.S. -cum-rejoinder have denied all the claims and allegations which the sponsoring union asserted in their Written Statement submitted on behalf of the petitioner.

They submitted that Deobali Tiwary died in the year 1989 while the sponsoring union raised the present dispute in the year 1999 for employment of the petitioner describing him as dependant of the aforesaid deceased workman is barred by limitation not only but also it cannot be considered an industrial dispute. They submitted that as per Clause 9.4.2 of NCWA IV it has been specifically mentioned that the dependant for the purpose of employment can be unmarried daughter, son and legally adopted son. There is no provision for employment of the son of a married daughter as dependant. As the concerned person on the face of the record does not come within the provision of clause 9.4.2 for his employment, the competent authority could not accept the concerned person as dependant of late Deobali Tiwary. They further submitted that the provisions of NCWA do not confer any vested right on the relatives of deceased workman to demand for employment 10 years after his death. They further submitted that any rule or scheme providing employment in the Public Sector Undertaking by virtue of relationship with a workman is ultravires of the Constitution of India and as such, no vested right can exist. Moreover, the concerned person failed to produce any authentic document that he needed compassionate employment in terms of clause 9.4.2 of NCWA IV. Accordingly, the present demand of the sponsoring union is without any merit and for which they are not entitled to get any relief in view of their prayer.

4. Points to be decided.—

“Whether the demand of the Bihar Pradesh Colliery Mazdoor Congress from the Management of North Tisra Colliery, Jeenagora for employment of Sri Ganesh Tiwary, the dependant of late Deobali Tiwary is justified? If so, to what relief is the dependant of the workman entitled?”

5. Finding with reasons.—

It transpires from the record that the sponsoring union with a view to substantiate their claim examined the petitioner workman as WW-1. Management also in

support of their claim examined one witness as MW-1. Considering the facts disclosed in the pleadings of both sides and also considering the evidence of WW-1, MW-1 and material papers on record I find no dispute to hold that Deobali Tiwary was Surface Munshi at North Tisra Colliery. There is also no dispute to hold that said Deobali Tiwary expired on 14-5-89 while he was in employment. It is seen that about 10 years after the death of said Deobali Tiwary the present sponsoring union raising the industrial dispute claimed employment of the petitioner Ganesh Tiwary as per clause 9.4.2 of NCWA. Clause 9.4.3 of the NCWA speaks that the dependant for this purpose means the wife/husband as the case may be, unmarried daughter, son and legally adopted son. If no such direct dependant is available for employment, younger brother, widowed daughter/widowed daughter-in-law or son-in-law residing with the deceased and almost wholly dependant on the earnings of the deceased may be considered to be the dependant of the deceased. It is admitted fact that the present petitioner workman was the grandson (daughter's son) of Deobali Tiwary. Clause 9.4.3 of NCWA has not provided any room for the grandson who claim employment on compassionate ground. It is the claim of the sponsoring union that Deobali Tiwary nominated the petitioner workman to draw all benefits relating to gratuity and P. F. Disclosing this fact they submitted that when the deceased workman nominated the petitioner workman he should be considered as dependant of the deceased and accordingly he is entitled to get his employment on compassionate ground as per clause 9.4.3 of NCWA. A workman can nominate any person to draw all his benefits in case of his death but for that reason there is no scope to say that the said nominee should be considered as dependant. The service excerpt marked as Ext. M-1 shows clearly that the deceased worker disclosed the name of the petitioner workman as nominee under C. M. P. F. being his grandson. He also disclosed that said Ganesh Tiwary i.e. the petitioner workman was dependant on him. From the service excerpt I do not find any whisper at all if the petitioner workman was his adopted son. On the contrary it is clear that he was the son of his daughter. In course of evidence WW-1 made a new story disclosing the fact that Deobali Tiwary before his death adopted him as his son and executed a deed to that effect. The said deed of adoption was made as Ext. M-2. WW-1 while deposing before this Tribunal disclosed his father's name as Joyram Tiwary and not as Deobali Tiwary. In the Written Statement submitted by the sponsoring union on his behalf there is also no whisper to the effect that during life time said Deobali Tiwary adopted the petitioner workman as his son. WW-1 has claimed so in course of his evidence. Actually he intended to create a new story claiming himself to be the adopted son of Deobali Tiwary with a view to place

his claim for employment under clause 9.4.3 of NCWA. In course of hearing a copy of deed of adoption marked as Ext. M-2 came into existence which was executed on 30th day of January, 1988 by Joyram Tiwary father of the petitioner workman in favour of Deobali Tiwary. In course of hearing the sponsoring union did not consider necessary either to examine Joyram Tiwary and widow of Deobali Tiwary to establish the fact that the petitioner workman was actually adopted by the said deceased worker. On the contrary WW-1 during his evidence disclosed categorically that his father deserted them when he was child. When the father of the petitioner workman deserted the petitioner workman and his family members long years back I have failed to understand how he executed that deed of adoption in favour of Deobali Tiwary. Accordingly question of genuinity of this deed comes into light and in the circumstances it was the responsibility of the sponsoring union to establish its genuinity with all proof.

There is no dispute to hold that the petitioner workman submitted application before the management for his employment being dependant grandson of Deobali Tiwary. I have already discussed above that there is no provision of NCWA to provide employment to the grandson of the deceased worker. The concerned petitioner workman took attempt to identify himself as adopted son of Deobali Tiwary during his evidence though he did not make such story in his Written Statement. However, inspite of getting opportunity he also has failed to establish that he accepted Deobali Tiwary as his father and identified himself to be his adopted son. Therefore, the story made by the petitioner workman i.e. he was adopted son of Deobali Tiwary cannot be supported. As the petitioner workman declared himself dependant relying on service excerpt he is not entitled to claim employment because of the fact that NCWA has clearly pointed out who can be considered for employment on compassionate ground after the death of deceased workman. In view of the facts and circumstances discussed above I hold that the petitioner workman has failed to substantiate his claim before this Tribunal reasonably and for which he is not entitled to get any relief.

In the result, the following Award is rendered :—

“The demand of the Bihar Pradesh Colliery Mazdoor Congress from the management of North Tisra Colliery, Jeenagora for employment of Sri Ganesh Tiwary, the dependant of Late Deobali Tiwary is not justified. Consequently, the petitioner workman is not entitled to get any relief.”

B. BISWAS, Presiding Officer

नई दिल्ली, 30 मई, 2005

का. आ. 2172.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा. को. को. लि. के प्रबंधांतर के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद II, के पंचाट (संदर्भ संख्या 110/98) को प्रकाशित करती हैं, जो केन्द्रीय सरकार को 26-5-2005 को प्राप्त हुआ था।

[सं. एल-20012/597/97-आई आर (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 30th May, 2005

S.O. 2172.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 110/98) of the Central Government Industrial Tribunal/Labour Court, Dhanbad-II now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 26-5-2005.

[No. L-20012/597/97-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL NO. 2 AT DHANBAD

PRESENT:

Shri B. BISWAS,
Presiding Officer

In the matter of an Industrial Dispute under Section
10(1)(d) of the I. D. Act, 1947

REFERENCE NO. 110/98

PARTIES : Employers in relation to the management
of Sendra Bansjora Colliery of M/s. B.C.C.L.
and their workman.

APPEARANCES:

On behalf of the workman : Mr. K. Chakraborty,
Ld. Advocate.

On behalf of the employers : Mr. D.K. Verma, Ld.
Advocate.

State : Jharkhand. : Industry : Coal.

Dhanbad, Dated, the 10th May, 2005

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10 (1) (d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/597/97-I.R. (C-I), dated the 13th April, 1998.

SCHEDULE

“Whether the action of the management of Sendra Bansjora Colliery of M/s. BCCL in dismissing Shri Dhaneshwar Bhuia, Ex-M/Loader w.e.f. 13-3-1996 from the services of the Company only on the ground of unauthorised absence from duty from 20-10-95 is justified? If not, to what relief is the workman concerned entitled?”

2. The case of the concerned workman, according to written statement submitted by the sponsoring union on his behalf in brief is as follows :

The sponsoring union submitted that the concerned workman who was a Minor/Loader at Sendra Bansjora Colliery. They alleged that the concerned workman neither received any charge-sheet nor was provided with any opportunity to submit his explanation before he was dismissed from his service w.e.f. 13-3-96.

They disclosed that owing to serious illness the concerned workman could not attend to his duty and he informed the matter to the management only with prayer for granting leave. They submitted that after recovery when the concerned workman came to his place of work with a view to resume his duty instead of allowing him to work handed over to him his order of dismissal from service. Thereafter he challenged his illegal and arbitrary order of dismissal before the management but to no effect. Accordingly, he raised an Industrial Dispute before ALC(C), Dhanbad for conciliation which ultimately resulted reference to this Tribunal for adjudication.

The sponsoring union accordingly, submitted prayer to pass award directing the management to reinstate the concerned workman to his service with full back wages and other consequential relief after setting aside the order of dismissal.

3. Management on the contrary after filing written statement-cum-rejoinder have denied all the claims and allegations which the sponsoring union asserted in the written statement submitted on the part of the concerned workman.

They submitted that the concerned workman started himself absents from duty w.e.f. 20-10-95 without giving any information or obtaining any permission. As such they issued a chargesheet dtd. 1-2-96 to the concerned workman for committing misconduct on the ground of absentism. After receipt of the chargesheet concerned workman

submitted his reply but as his reply was not satisfactory the Disciplinary Authority decided to hold domestic enquiry against him and for which appointed Mr. Amit Bhusan, Senior Personnel Officer, Bansjora Colliery as Enquiry Officer to that effect. They disclosed that in course of holding domestic enquiry the concerned workman not only remained present although but also participated fully to defend his case. They submitted that the concerned workman was a habitual absentee and during 1993, 1994 and 1995 he made his attendance for 24 days, 118 days and 75 days respectively and this fact was placed before the Enquiry Officer during hearing. The Enquiry Officer after completing Enquiry submitted his reports holding the concerned workman guilty to the charges. The Disciplinary Authority thereafter considering the report and also considering all aspects dismissed him from service with effect from 13-3-1996.

They submitted that the Disciplinary Authority neither took any arbitrary decision nor committed any illegality in dismissing the concerned workman from service and for which he is not entitled to get any relief.

4. POINTS TO BE DECIDED

“ Whether the action of the management of Sendra Bansjora Colliery of M/s. BCCL in dismissing Shri Dhaneshwar Bhuia, Ex-M/Loader w.e.f. 13-3-1996 from the services of the Company only on the ground of unauthorised absence from duty from 20-10-95 is justified ? If not, to what relief is the workman concerned entitled ? ”

5. FINDING WITH REASONS

It transpires from the record that before taking up hearing of this case on merit it was taken into consideration if domestic enquiry held against the concerned workman was fair, proper and in accordance with the principle of natural justice.

The said hearing on preliminary point was disposed of vide Order No. 13 dtd. 23-6-2004 in favour of the management.

Now the point for consideration is ‘if the management have been able to substantiate the charge brought against the concerned workman and if so, whether in the matter of punishment imposed upon him, there is any scope to invoke the provision of Sec. II-A of the Industrial Dispute Act.

During evidence of MW1 the chargesheet issued to the concerned workman was marked as exhibit-M-2. According to charge sheet the allegation of committing misconduct has been brought against him for violation of clause 26:1:1 of the Certified Standing Order applicable to

the workmen of the management. It is the specific allegation of the management that the concerned workman without giving any intimation or taking prior permission from the management started remaining himself absent from duty with effect from 20-10-95. By this charge sheet he was asked to submit his reply within 48 hours on receipt of the same. The concerned workman submitted his reply which during evidence of MW1 was marked as exhibit-M-3. In his reply he disclosed that as he remained busy in connection with the treatment of his mother who was lying seriously ill at his native village he could not attend to his duty and expressed his sorrow for his remaining absent from duty unintentionally. This very reply speaks clearly that the facts which the sponsoring union exposed in the written statement submitted on his behalf finds no truth at all. The reply given by him has exposed clearly that without giving any intimation or taking prior permission from the management he started remaining himself absent from duty. During hearing the enquiry officer recorded his statement. At the time of giving statement concerned workman repeated the same fact which he ventilated in his reply. Considering his statement and reply it has been exposed clearly that on the ground of ailment of his mother he remained himself absent from duty. It is also clear that he started remaining himself absent from duty without giving any intimation or taking any prior permission from the management.

In spite of getting scope he also failed to produce any medical paper to show that his mother was actually lying ill during the period in question. Therefore, the plea which he took finds no basis at all. On the contrary it has been established beyond all reasonable doubt by the management that he wilfully violated the provision as laid down under clause 26 : 1 : 1 of the Certified Standing Order. Therefore, there is sufficient reason to believe that management was justified in issuing chargesheet to the concerned for committing misconduct on the ground of absenteeism for violation of clause 26 : 1 : 1 of the Certified Standing Order. I am also satisfied that management in course of hearing also have able to establish the charge brought against the concerned workman.

It is the contention of the management that Disciplinary Authority after considering Enquiry Report (Exhibit. M-6) and also considering other material aspects dismissed the concerned workman from service w.e.f. 13-3-96. The letter of dismissal during evidence of MW-1 was marked as Exhibit.M-8.

Now the point for consideration is if the concerned workman is entitled to get any relief u/s II-A of the Industrial Dispute Act.

Sec. II-A of the Industrial Dispute Act speaks as follows : “Where an Industrial Dispute relating to the discharge or dismissal of a workman has been referred to a Labour Court, Tribunal or National Tribunal for

adjudication, and in the course of the adjudication proceedings, the Labour Court, Tribunal or National Tribunal, as the case may be, is satisfied, that the order of discharge or dismissal was not justified it may, by its award, set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any, as thinks fit or give such other relief to the workman including the award of any lesser punishment in lieu of discharge or dismissal as the circumstances of the case may require."

Therefore, before taking into consideration of Sec. II-A it requires to be booked into if the order of dismissal issued against the concerned workman was justified and if it was proportionate to the misconduct committed by him.

According to charge sheet it has been exposed that the concerned workman started remaining himself absent from duty without prior intimation or taking permission from the management with effect from 20-10-1995. The charge sheet was issued on 1-2-96 and he was directed to submit his reply by 10-2-96. It is admitted fact that after receipt of the charge sheet he submitted his reply and assigned the reason of his absence though he failed to substantiate the reason by cogent evidence inspite of getting opportunity. However, not only in his reply but also at the time of giving statement before the Enquiry Officer he expressed his sorrow for the misconduct committed by him. His reply as well as his statement exposed that he is repentant for the misconduct committed by him and practically has begged apology for the same.

The Disciplinary Authority did not consider his repentance for the misconduct committed by him on the ground that he was in the habit of remaining himself absent from duty on previous occasions also. In support of this claim it has been submitted that during 1993, 1994 and 1995 the concerned workman remained on duty for only 24 days, 118 days and 75 days respectively. No evidence on the part of the management is forthcoming to show if such absence amounted to misconduct and also if any disciplinary action was taken against him or not. In the charge sheet also there is no whisper to this effect. Therefore, there is no scope to take cognizance of said absence in considering his dismissal from service. It is seen that the Disciplinary Authority dismissed the concerned workman from his service for his remaining absent from duty for a period of about three and half months approximately. There is no dispute to hold that the concerned workman committed misconduct. It is to be looked into if the misconduct committed by him was so greivous which attracted his dismissal from service. The workman not only in his reply to the charge sheet but also incurse of his giving statement before enquiry officer expressed his sorrow for the misconduct committed by him. He also expressed his repentance for the same. It is

seen that the Disciplinary Authority instead of giving him an opportunity for his rectification decided to dismiss him from service which I consider is absolutely unjustified. I hold that the punishment inflicted upon him is absolutely disproportionate to the misconduct committed by him and as such it violated the principle of natural justice.

I, therefore, hold that there is a fit case where it will be befitting to issue an order of reinstatement of the concerned workman in service invoking the provision of Sec. II-A of the Industrial Disputes Act after setting aside the order of dismissal. In the result, the following Award is rendered :—

"That the action of the management of Sendra Bansjora Colliery of M/s. BCCL in dismissing Shri Dhaneshwar Bhuia, Ex-M/Loader w.e.f. 13-3-1996 from the services of the Company is not justified.

The order of dismissal issued against Shri Dhaneshwar Bhuia by the management dated 13-3-96 is hereby set aside. Management is directed to reinstate the concerned workman Sri Dhaneshwar Bhuia in service as Minor/Loader within three months from the date of publication of his award in the Gazette of India. However, from the date of dismissal till the date of reinstatement in service he will neither be entitled to get any S.P.R.A. nor any back wages.

He also will be debarred from SPRA for a period of two years from the date of his reinstatement in service. However, his continuity in service will not be affected for the purpose of his retirement benefit.

B. BISWAS, Presiding Officer

नई दिल्ली, 30 मई, 2005

का. आ. 2173.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा. को. को. लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद-II, के पंचाट (संदर्भ संख्या 162/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2005 को प्राप्त हुआ था।

[सं. एल-20012/1/2001-आई आर (सी-I)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 30th May, 2005

S.O. 2173.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 162/2001) of the Central Government Industrial Tribunal/Labour Court, Dhanbad-II now as shown in the Annexure in the Industrial Dispute between the employers in relation to

the management of BCCL and their workman, which was received by the Central Government on 26-5-2005.

[No. L-20012/1/2001-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD

PRESENT:

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section
10(1)(d) of the I. D. Act, 1947

REFERENCE NO. 162/2001

PARTIES : Employers in relation to the management
of Sijua Area of M/s. B.C.C.L. and their
workman.

APPEARANCES:

On behalf of the workman : Mr. S.C. Gaur,
Advocate.

On behalf of the employers : Mr. R.N. Ganguly,
Advocate.

State : Jharkhand. Industry : Coal.

Dhanbad, Dated, the 3rd May, 2005

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10 (1) (d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/1/2001-IR (C-I), dated the 22nd May, 2001 :—

SCHEDULE

“Whether the demand of the union to regularise Sri Bankim Chand Permanik, Blacksmith, Grade-D as Welder, Grade-C with differential wages and consequential benefits is proper and is justified ? If so, what relief is the concerned workman is entitled to and from what date ?”

2. In this reference both the parties appeared and filed their respective written statement. Subsequently at the stage of filing documents learned Advocate for the concerned workman by filing a petition submitted to pass a ‘No dispute’ Award as the concerned workman involved in this reference is not interest to proceed with the hearing of the case. Learned Advocate for the management raised

no objection in view of the prayer made by the Learned Advocate for the concerned workman. Heard both sides. As the concerned workman is not interested to proceed with the hearing of this case it is needless to drag on the case for further period. Accordingly a ‘No dispute’ Award is passed in this reference presuming non-existence of any industrial dispute between the parties.

B. BISWAS, Presiding Officer

नई दिल्ली, 30 मई, 2005

का. आ. 2174.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. सी. एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद-II, के पंचाट (संदर्भ संख्या 72/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2005 को प्राप्त हुआ था।

[सं. एल-20012/80/2003-आई आर (सी-I)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 30th May, 2005

S.O. 2174.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 72/2003) of the Central Government Industrial Tribunal/Labour Court, Dhanbad-II now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CCL and their workman, which was received by the Central Government on 26-5-2005.

[No. L-20012/80/2003-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD

PRESENT:

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section
10(1)(d) of the I. D. Act, 1947

REFERENCE NO. 72 OF 2003

PARTIES : Employers in relation to the management
of Sirka Colliery of M/s. C.C.L. and their
workman.

APPEARANCES:

On behalf of the employers : Mr. D.K. Verma,
Advocate.

On behalf of the workman : None

State : Jharkhand.

Industry : Coal.

Dated, Dhanbad, the 3rd May, 2005

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10 (1) (d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/80/2003-I.R. (C-I), dated the 18th August, 2003 :—

SCHEDULE

“ Whether the action of the management of Sirka Colliery under of M/s. CCL to dismiss Sri Harun Rashid workman from service w.e.f. 14-9-02 is justified ? If not, to what relief is the workman concerned entitled ?”

2. In this reference neither the concerned workman nor his representative appeared. Management, however, made appearance through their authorised representative. It is seen from the record that since February, 2004 no written Statement has been filed by the workman/sponsoring union. In terms of Rule 10B of the I.D. Central Rules, 1957 submission of Written Statement by the concerned workman/sponsoring union within 15 days is a mandatory one. The concerned workman/sponsoring union not only violated the said provision of the Rules but also did not consider necessary to give any response to the notices issued consecutively by this Tribunal. Therefore, there is sufficient reason to believe that the concerned workman/sponsoring union is not interested to proceed with the hearing of this case. Hence, the case is closed and a ‘No dispute’ Award is passed in this reference presuming non-existence of any industrial dispute between the parties.

B. BISWAS, Presiding Officer

नई दिल्ली, 30 मई, 2005

का. आ. 2175.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा. को. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद II, के पंचाट (संदर्भ संख्या 75/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2005 को प्राप्त हुआ था।

[सं. एल-20012/74/2004-आई आर (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 30th May, 2005

New Delhi, the 30th May, 2005

S.O. 2175.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 75/2004) of the Central Government Industrial Tribunal/Labour Court, Dhanbad-II now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 26-5-2005.

[No. L-20012/74/2004-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD****PRESENT**

Shri B. Biswas,
Presiding Officer

In the matter of an Industrial Dispute under
Section 10(1)(d) of the I. D. Act, 1947

REFERENCE NO. 75 OF 2004

PARTIES : Employers in relation to the management
of M/s. B.C.C.L. and their workman.

APPEARANCES:

On behalf of the workman : Mr. Jamaluddin Ansari,

Concerned workman himself

On behalf of the employers : Mr. U.N. LAL,
Advocate.

State : Jharkhand.

Industry : Coal.

Dated, Dhanbad, the 3rd May, 2005

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10 (1) (d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/74/2004-IR (C-I), dated the 22nd July, 2001 :—

SCHEDULE

“KYA NATIONAL COAL WORKERS CONGRESS
KA KATHAN KI KARMAKAR SHRI
JAMALUDDIN ANSARI APNEY SEY KANISTH
KARMAKARO S/SHREE A.K. MAJUMDAR
EVAM R.S. SINGH SEY KAM VETAN PA

RAHEY HAI JATHA UNKE VETAN NIRDHARAN
MEY APABAD HAI ? SHAI HA TO VADI
KARMAKAR KIS RAHAT KEY PATRA HAI
TATHA KIS TARIKH SEY ?”

2. In this case both the parties appeared but did not file Written Statement on their behalf. However, a petition has been submitted by the workman stating therein that the dispute as per reference has already been settled with the management and for which he is not willing to proceed with the hearing of this case and accordingly a 'No dispute' Award may be passed. Ld. Advocate for the management supported the facts disclosed in the petition submitted by the concerned workman. He also further submitted that the matter in dispute has already been settled. In view of the facts and circumstances stated above it transpires clearly that the claim of the concerned workman to pass a 'No dispute' Award stands on cogent footing. Accordingly it is redundant to proceed with further hearing of this case. Hence, 'No dispute' Award is passed in this reference presuming non-existence of any industrial dispute between the parties.

B. BISWAS, Presiding Officer

नई दिल्ली, 30 मई, 2005

का.आ. 2176.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा. को. को. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद-II, के पंचाट (संदर्भ संख्या 48/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2005 को प्राप्त हुआ था।

[सं. एल-20012/228/2003-आई आर (सी-I)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 30th May, 2005

S.O. 2176.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 48/2004) of the Central Government Industrial Tribunal/Labour Court, Dhanbad-II now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workmen, which was received by the Central Government on 26-5-2005.

[No. L-20012/228/2003-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD

PRESENT

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section
10(1)(d) of the I. D. Act, 1947

REFERENCE NO. 48 OF 2004

PARTIES : Employers in relation to the management
of Amlabad Colliery of M/s. B.C.C.L. and
their workmen.

APPEARANCES:

On behalf of the workman : None

On behalf of the employers : None

State : Jharkhand.

Industry : Coal.

Dated, Dhanbad, the 4th May, 2005

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10 (1) (d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/228/2003-I.R. (C-I), dated the 26th March, 2004 :—

SCHEDULE

“ Whether the management of BCCL, Amlabad Colliery is justified in dismissing Shri Yudhisthir Mahato from service w.e.f. 21-1-2003 ? If not, to what relief is the workman entitled ?”

2. In this reference neither the concerned workman nor his representative appeared. None also appeared on behalf of the management. It transpires from the record that since April, 2004 no Written Statement has been filed by the workman/sponsoring union. In terms of Rule 10B of the I.D. Central Rules, 1957 submission of Written Statement by the concerned workman/sponsoring union within 15 days is a mandatory one. The concerned workman/sponsoring union not only violated the said provision of the Rules but also did not consider necessary to give any response to the notices issued consecutively by this Tribunal. Gesture of the parties clearly shows that they are not interested to proceed with hearing of the instant reference any further. Under the circumstances, this

Tribunal also finds no ground to adjourn the case *suo moto* for days together for taking steps by the parties. Hence, the case is closed and accordingly a 'No dispute' Award is passed in this reference presuming non-existence of any industrial dispute between the parties.

B. BISWAS, Presiding Officer

नई दिल्ली, 30 मई, 2005

का. आ. 2177.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा. को. को. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद-II, के पंचाट (संदर्भ संख्या 36/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2005 को प्राप्त हुआ था।

[सं. एल-20012/413/99-आई आर (सी-I)]
एस. एस. गुप्ता, अवर सचिव

New Delhi, the 30th May, 2005

S.O. 2177.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 36/2001) of the Central Government Industrial Tribunal/Labour Court, Dhanbad-II now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workmen, which was received by the Central Government on 26-5-2005.

[No. L-20012/413/99-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD

PRESENT:

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section
10(1)(d) of the I. D. Act, 1947

REFERENCE NO. 36 OF 2001

PARTIES : Employers in relation to the management
of Tetulmari Colliery of M/s. B.C.C.L.

APPEARANCES:

On behalf of the workman : Mr. D. K. Verma,
Ld. Advocate.

On behalf of the Management : Mr. S. C. Gaur,
Ld. Advocate.

State : Jharkhand.

Industry : Coal.

Dhanbad, Dated, the 5th May, 2005

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10 (1) (d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/413/99-I.R. (C-I), dated the 2nd February, 2000 :—

SCHEDULE

"Whether the action of the management of M/s. BCCL, Tetulmari Colliery of Sijua Area in not regularising Sri Ram Nath Prasad as Clerk Grade-III is justified? If not, to what relief is the concerned workman entitled?"

2. The case of the concerned workman according to written statement submitted by the sponsoring union on his behalf in brief is as follows :

The sponsoring union submitted that the concerned workman was appointed as General Mazdoor in category I under VRS(F) scheme of Tetulmari Colliery in the year 1990. They submitted that as the concerned workman pass Intermediate Arts Examination the management offered him the job of Trip Munshi in Clerical grade and in that capacity he discharged his duties to their entire satisfaction. Thereafter, in the year 1994 management authorised him to work as Receiving Munshi in the siding of Goreria under Tetulmari Colliery. Again in the year 1996, the Project Officer of Tetulmari Colliery authorised him to work in the Tetulmari Coal Dump as Munshi in Clerical Grade III. They submitted that since 1994 the concerned workman started placing his claim for payment of differences of wages for discharging his duties as clerk in clerical grade III but to no effect. They further submitted that during this period he worked for more than 240 days in each year as clerk in clerical grade III and accordingly as per provision of Certified Standing Order he is entitled to get his regularisation in clerical grade III on clear vacancy.

They alleged that in spite of submitting representation to that effect the management refused to consider his claim and for which he raised Industrial Dispute for conciliation which ultimately resulted reference to this Tribunal for adjudication.

The sponsoring Union accordingly submitted prayer to pass award directing the management to regularise him as Munshi in Clerical Gr. III from 1994 alongwith other consequential reliefs.

3. Management on the contrary after filing written statement-cum-rejoinder have denied all the claims and allegations which the sponsoring union asserted in the written statement submitted on behalf of the concerned workman.

They submitted that the concerned workman was appointed and designated as General Mazdoor Category I and subsequently posted at Tetulmari Dump vide Office Order dt. 29-1-96 as General Mazdoor and since then he is working there in that capacity. They submitted that the workman concerned was never authorised to work as Clerk Gr. III by the competent authority and as such question of his regularising as clerk in clerical grade III does not arise. They further submitted that Director General (Personnel) vide letter dt. 1-7-92 has completely banned on engagement of time rated or piece rated worker in clerical grade w.e.f. 1-7-92. Accordingly, since that date no body is competent to engage any time rated worker or piece rated worker in any clerical job. They further disclosed that as per cadre scheme the Cadre Controlling Authority only can regularise any person in a particular cadre in case of vacancy and recommendation of the D.P.C. duly constituted by the Cadre Controlling Authority.

Accordingly, the sponsoring union had no *locus standi* to raise any Industrial Dispute based on vague demand and for which they submitted prayer to pass award rejecting the claim of the concerned workman.

4. POINTS TO BE DECIDED

"Whether the action of the management of M/s. BCCL, Tetulmari Colliery of Sijua Area in not regularising Sri Ram Nath Prasad as Clerk Grade III is justified ? If not, to what relief is the concerned workman entitled ?"

5. FINDING WITH REASONS

It transpires from the record that the sponsoring union with a view to substantiate their claim did not consider necessary to adduce any evidence. Management on the contrary examined one witness as MW-1.

Considering the facts disclosed in the pleadings of both sides and also considering evidence of MW-I and materials on record there is no dispute to hold that the concerned workman was appointed as General Mazdoor in category II at Tetulmari Colliery in the year 1990 under V.R. Scheme for the females.

It is the specific contention of the concerned workman that as he passed I.A. examination management authorised him to work as Trip Munshi under clerical grade at Rly. siding and subsequently authorised him to monitor movement of coal as a clerk. Again in the year 1994 management authorised him to work as Receiving Munshi in the siding of Goreria under Tetulmari Colliery. Thereafter, in the year 1996 they authorised him to work in the Tetulmari Coal Dump as Munshi in clerical grade III. It is the

contention of the sponsoring union that being authorised by the management as the concerned workman time to time discharged his duties in different sphere under clerical grade III continuously he submitted representation to the management for his regularisation in clerical grade III but the management when ignored his such prayer he raised an Industrial Dispute for his relief.

On the contrary management categorically denying the claim of the concerned workman submitted that he was never authorised by the officials of the management to work as Munshi or so under clerical grade III. It is their specific contention that the post of clerk comes under clerical cadre and the mode of their engagement has been specifically mentioned in N.C.W.A. They further submitted that there is no provision at all to post any general mazdoor of category I in the post of clerk which comes under clerical grade which is a cadre post. Moreover, the Director Personnel of BCCL vide letter dt. 1-7-92 has completely banned on engagement of time rated or piece rated worker in any clerical job w.e.f. 1-7-92.

The provision as laid down in NCWA is clear how the post of clerk in clerical grade III will be filled up. It is the contention of the concerned workman that being authorised by the management, he was engaged to perform different jobs time to time under clerical grade III. In spite of claiming so in course of hearing neither the concerned workman nor his sponsoring union was able to produce a single authorisation order by virtue of which he was deputed to work in the post which comes under clerical grade III.

Here qualification I consider is not sufficient enough to consider the claim of the concerned workman. It is admitted fact that he got his appointment as general mazdoor in category I under V.R.(F) Scheme. As the job nomenclature of general mazdoor and clerk are quite different there is no scope for a general mazdoor in category I to get his direct access to clerical grade without following the process as laid down in NCWA.

Onus absolutely was on the sponsoring union to substantiate the claim of the concerned workman but I find no hesitation to say that they have lamentably failed to establish the claim in question. Without any substantial evidence just relying on the facts disclosed in the written statement there is little scope to uphold such contention of the sponsoring union.

Accordingly, in view of the facts and circumstances discussed above I hold that the concerned workman is not entitled to get any relief in view of his prayer. In the result the following award is rendered :

"That the action of the management of M/s. BCCL Tetulmari Colliery of Sijua Area in not regularising Sri Ram Nath Prasad as Clerk Grade III is justified. Consequently he is not entitled to get any relief."

B. BISWAS, Presiding Officer

नई दिल्ली, 30 मई, 2005

का.आ. 2178.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, गोदावरीखानी (संदर्भ संख्या 15/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-05-2005 को प्राप्त हुआ था।

[सं. एल-22013/1/2005-आई आर (सी-II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 30th May, 2005

S.O. 2178.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 15/2004) of the Industrial Tribunal-cum-Labour Court, Godavarikhani as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 30-5-2005.

[No. L-22013/1/2005-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CHAIRMAN, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GODAVARIKHANI

PRESENT:

SMT. K. SUVARCHALA, M.A., B.L., Chairman-cum-Presiding Officer.

Monday, the 11th Day of April, 2005

INDUSTRIAL DISPUTE NO. 15 OF 2004

BETWEEN:

Chandrapalakala Swamy,
S/o. Bheemajiah,
Age about 36 yrs., Occ. Coal Filler,
R/o. Jangaom, Mandal Ramagundam,
Distt. Karim Nagar. Petitioner

AND

1. The Colliery Manager,
V Incline, Godavarikhani,
2. The Chief General Manager,
Ramagundam Area-I,
Godavarikhani.
3. The Managing Director,
Singareni Collieries Co. Ltd.,
(Administration),
Post : Kothagudem,
Distt. Khamam. Respondents

This petition coming before me for final hearing in the presence of Sri S. Bhagavantha Rao, Advocate for the petitioner and of Sri D. Krishna Murthy, Advocate for the respondents and having stood over for consideration till this date, the court passed the following :—

AWARD

1. The petitioner filed the petition to set aside the dismissal Order dt. 26-3-2003 and to direct the respondents to reinstate the petitioner into service with continuity of service, other attendant benefits and full back-wages.

2. The averments of the petition are as follows :—

The petitioner was appointed as an employee, on 25-12-1988. The petitioner was given appointment, after the retirement of his father on voluntary grounds. Charges were framed against the petitioner for his absence. No domestic enquiry was conducted. The signatures of the petitioner were taken by the respondents, on white paper. The termination order was served on him on 1-4-2003, at his native place. His termination is illegal, arbitrary and against the principles of natural justice. Hence, he filed the petition for the above said relief.

3. To this, the 1st respondent filed counter, Respondent No. 2 & 3 filed memo adopting the counter filed by the 1st respondent. The averments of the petition were denied. It is further stated that the respondent company is Coal Mining Industry. It is a Central Government subject and the appropriate Government is Central Government. The Central Government established an Industrial Tribunal-cum-Labour Court at Hyderabad from 29-12-2000, for adjudication of the Industrial Disputes. The petitioner ought to have approached the said Tribunal, but he conveniently avoided to file his petition before that Tribunal, for the reasons best known to him. Hence, the petition is not maintainable before this Hon'ble Court.

The petitioner was appointed as Floating Badli Filler at KK. 5 Incline of Mandamarri area. Later on, he was transferred to GDK. No. 5 Incline. The petitioner had attended for his duties only 62 days in the year 2001. He was issued with a charge sheet under Clause No. 25.25 of Company's approved standing orders, for his misconduct. The petitioner did not submit his explanation to the charge sheet. The petitioner participated in the domestic enquiry. During enquiry, he stated that he does not require the assistance of any of his co-workers. He also voluntarily admitted the charges levelled against him and pleaded guilty of the charges. He did not chose to cross-examine the management witnesses. In the enquiry, the petitioner stated that he went to Bombay, due to the death of his father. Later, he became sick and due to other domestic reasons, he did not attend to his duties and admitted his guilt. He never produced any documentary proof regarding his ill-health and he never reported to the

company hospital for treatment. A show-cause notice was issued to the petitioner, duly enclosing a copy of the procds. of enquiry and enquiry report. The petitioner submitted his representation dt. 9-12-2002. The petitioner worked for 132 days in 1998; for 112 days in 1999; for 102 days in 2000; for 62 days in 2001 and for 81 days in 2002. The performance of the petitioner prior to the charge sheet and after the charge sheet is very poor and the charges levelled against him were proved. Since he failed to improve his attendance during the observation period, his services were terminated. Hence, the petition may be dismissed with costs.

4. On behalf of the petitioner, Ex. W-1 and Ex. W-2 are marked.

On behalf of the respondent, Ex. M-1 to Ex. M-10 are marked.

5. Heard both sides.

6. The 1st foremost point raised by the respondent company is that this Industrial Tribunal is having jurisdiction to entertain the I.D., raised by the employees working in the Coal Mines and the respondent company is a Central Government Organization.

The point for consideration is whether this court is having jurisdiction over the dispute or not?

7. The Advocate for the petitioner argued that Sec. 2-A(2) is applicable to the workman working in Coal Industry also and this petition is maintainable before this court. While arguing so, he cited I.L. Naidu and others Vs. Union of India and others reported in 2003 (2) ALT-470. Their Lordships held :—

“the contention that Sec. 2-A(2) of I.D. Act, is not applicable to a Government of India undertaking is wholly mis-conceived. In view of the provisions of Art. 254(2) of the Constitution, the provisions of Sec. 2 A(2) incorporated by A.P., Amendment Act, 32/87 are valid and operative. It is not limited to the “State Industries” as contended by the petitioner. The State Legislature was competent to enact the entirety of the Industrial Disputes Act, for its operation within the territory of A.P. The provisions of Sec. 2-A(2) having received the assent of the President, the workman of Central Government Industry also can raise the dispute U/Sec. 2-A(2) of the I.D. Act. Therefore, the contention of the respondent’s company that Sec. 2-A(2) is not applicable to the petitioner, is without merit or force”.

8. The Advocate for the petitioner also cited U. Chinnapa Vs. Cotton Corp. of India and others, reported in 1998 (5) ALD 16(DB). Their Lordships held that :—

“there is no warrant to restrict this scope and amplitude of the wide phraseology “any workman”

employed in sub-section (2) of Section 2-A of the Industrial Disputes Act, to the employees working in the State Government Industries and it is also applicable to the employees of the Central Government Industries and the industries carried-on under the authority of the Central Government”.

In the light of the above decisions, it is quite clear that the petitioner can raise the dispute U/Sec. 2-A(2) of I.D. Act, though he worked in the Coal Mine. Hence, the point is answered in favour of the petitioner.

9. It is an admitted fact that the petitioner was appointed as Floating Badli Filler in the respondent company, from 27-12-88 at KK. 5 Incline of Mandamarri area. Later, he was transferred to GDK. 5 Incline. The petitioner has attended to his duties only 62 days in the year 2001. A charge sheet was issued under clause No. 25.25 of the company’s standing orders, for his absenteeism.

The charge sheet is marked as Ex. M-1. Domestic enquiry was conducted. The enquiry notice is marked as Ex. M-2. The office order appointing the petitioner as floating badly filler is marked as Ex. M-3. The enquiry procds., are marked as Ex. M-4. The enquiry report is marked as Ex. M-5. The respondent issued show cause notice to the petitioner i.e., marked as Ex. M-6. The petitioner had given reply to the show-cause notice, which is marked as Ex. M-7. The respondent passed the order removing the petitioner from service i.e., marked as Ex. M-8 = Ex. W-2.

The petitioner is now agitating before the court that the enquiry proceedings were recorded in English language—A foreign language to him. Hence, he was not in a position to understand the proceedings. Sri V. Vasudev, Special Grade Clerk, GDK-5 Incline gave his evidence. He stated that he gone through the pay sheets and attendance registers of the petitioner and noticed that the C.S.W. has remained absent from duties from 1-1-2001 to 31-1-2001, without any leave or intimation. He worked only for 62 days during the entire calendar year, 2001. He also stated that the CSW did not obtain any prior permission from the competent authority or inform anything to his superior officers regarding the cause of his absence.

Sri G. Shanthaiah, Office Superintendent of GDK-5 Incline was examined as MW-1. He also stated the same facts.

The petitioner had given his statement before the enquiry officer stating that due to the sudden shock news regarding the death of his father, he rushed to Bombay with his wife and children. At that time, his wife was carrying 9th month. After completion of religious rituals of his departed father at Bombay, his wife gave birth to a dead baby. She underwent tubectomy operation. He was forced to stay at Bombay and could not attend to his

duties during the months of January, 2001, March, 2001 to June, 2001. He had fallen ill in September, 2001, due to malaria fever. The absence was due to his family problems and due to his ill-health. The reasons and circumstances are beyond his control.

The petitioner did not cross-examine the MW-1 and MW-2. It is clear from the evidence of MW-1 and MW-2 that the petitioner was absent from his duties, without obtaining prior permission from any of his superior officers. The charges levelled against the petitioner were proved, beyond any reasonable doubt.

The grounds stated by the petitioner for his absence is sick of his family members and death of his father. But, he was so negligent that he could not even inform his office about his absence.

However, considering the difficulties faced by the petitioner during that period, I feel that a lesser punishment will meet the ends of justice.

In the result, the petition is partly allowed. The respondents are directed to reinstate the petitioner into service as afresh Floating Badli Filler. He shall be kept under observation for a period of one year. If he repeats the same, the respondents are at liberty to take action against him. There shall be no order as to cost.

Typed to my dictation, corrected and pronounced by me in the open court on this, the 11th day of April, 2005.

Smt. K. SUVARCHALA, Chairman-cum-Presiding Officer

Appendix of Evidence

Witnesses Examined

For Workman :—

- Nil -

For management :—

- Nil -

Exhibits

For Workman :—

Ex. W-1 Dt. 7-3-2003 Lr. issued to petitioner, X-copy.

Ex. W-2 Dt. 26-3-2003 Dismissal order, X-copy.

For Management :—

Ex. M-1 Dt. 12-2-2002 Charge Sheet

Ex. M-2 Dt. 28-6-2002 Enquiry notice with ack. receipt

Ex. M-3 Dt. 19-12-1998 Office order as a Floating Badli Filler.

Ex. M-4 Dt. 01-07-2002 Enquiry proceedings

Ex. M-5 Dt. 2-7-2002 Enquiry report

Ex. M-6 Dt. 3-12-2002 Show cause notice

Ex. M-7 Dt. 9-12-2002 Reply to show cause notice

Ex. M-8 Dt. 26-3-2003 Office order

Ex. M-9 Dt. 27-3-2002 Lr. issued to petitioner by SOM. GDK-5 incline.

Ex. M-10 Dt. 24-7-2003 Application of petitioner, X-copy.

नई दिल्ली, 30 मई, 2005

का.आ. 2179.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, गोदावरीखानी (संदर्भ संख्या 62/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-05-2005 को प्राप्त हुआ था।

[सं. एल-22013/1/2005-आई आर (सी-II)]

एन.पी. केशवन, डैस्क अधिकारी

New Delhi, the 30th May, 2005

S.O. 2179.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 62/2004) of the Industrial Tribunal-cum-Labour Court, Godavari Khani as shown in the Annexure, in the Industrial Dispute between the employers in the relation to the management of SCCL and their workman, which was received by the Central Government on 30-5-2005.

[No. L-22013/1/2005-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CHAIRMAN, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, GODAVARIKHANI

PRESENT:

SMT. K. SUVARCHALA, M.A., B.L., Chairman-cum-Presiding Officer.

Tuesday, the 12th Day of April, 2005

INDUSTRIAL DISPUTE NO. 62 OF 2004

BETWEEN:

Satha Banaiah,
S/o. Mallaiah, 48 yrs.,
Occ. Tendol, Engineering Dept.,
R/o. Kasipet, Mdl Tandoor,
Distt. Adilabad Petitioner

And

1. The Colliery Manager,
Goleti No. 1.
2. The General Manager,
S.C. Co. Ltd. Bellampally.

3. The Managing Director,
Singareni Collieries
Kothagudom,
Distt. Khamam. Respondents

This petition coming before me for final hearing in the presence of Sri S. Bhagavantha Rao, Advocate for the petitioner and of Sri D. Krishnamurthy, Advocate for the respondents and having stood over for consideration till this date, the court passed the following :—

AWARD

1. The petitioner filed the petition to set-aside the termination Order passed by the respondent No. 2 and to direct the respondents to reinstate him into service with continuity of service, other attendant benefits and full back-wages.

2. The averments of the petition are as follows :—

The petitioner was appointed in the respondent company on 1-11-1976 at Boyapalli, as Coal Filler. His services were regularised. The petitioner worked up to 10-10-2003. After that, he was removed from service on 11-10-2003 by the 2nd respondent on the ground of absenteeism to his duties in the year, 2002. The petitioner was not served the termination order dt. 11-10-2003, but it was affixed on the notice board. He came to know about the termination of his services in January, 2004. He worked for 100 musters in 2001. The petitioner's daughter was expired and he was not in good condition. His health was affected, during the period. No reasonable opportunity was given to the petitioner to proceed with fair enquiry. The petitioner worked for 28 years, but he was arbitrarily removed from service. Hence, he filed the petition for the above said relief.

3. To this, the 2nd respondent filed counter, Respondent No. 1 & 3 filed memo adopting the counter filed by the 2nd respondent. They denied the averments of the petition. It is further stated that the respondent company is a Coal Mining Industry. It is a Central Government subject and the appropriate Government is Central Government. The Central Government established an Industrial Tribunal-cum-Labour Court at Hyderabad from 29-12-2000, for adjudication of the Industrial Disputes. The petitioner ought to have approached the said Tribunal, but he conveniently avoided to file his petition before that Tribunal, for the reasons best known to him. Hence, the petition is not maintainable before this Hon'ble Court.

The petitioner was appointed in the respondent company on 9-8-1976 as Voluntary casual worker at Boyapalli mine. Later, he was appointed as Tyndal from 1-3-85 and transferred to Goleti I Incline during the year 1997. The petitioner remained absent unauthorisedly for 213 days during the year, 2002, without any sanctioned

leave. He was issued charge sheet on 13-3-2003 for his misconduct under clause No. 25.25. The petitioner gave reply to the charge sheet stating that he was irregular to his duties due to ill-health and requested the management to save him. As the explanation given by the petitioner is not satisfactory, domestic enquiry was conducted. The proceedings of the enquiry were read over to him in Telugu and advised him to take the assistance of any of his co-worker. The petitioner admitted the charges levelled against him and declined to cross-examine the management witnesses. The charges levelled against him were proved and he was issued Letter. dt. 1-7-2003, advising him to submit his representation against the enquiry findings. The petitioner failed to submit his explanation. He has not improved his attendance even after issuing charge sheet and he worked only for 95 days upto the date of his dismissal, during the year, 2003. The petitioner was dismissed from the services of the company w.e.f., 6-10-2003. As the petitioner failed to attend to his duties, copy of dismissal order was affixed on the notice board. The petitioner received the dismissal order sent by Regd. Post on 11-11-2003. The petitioner had already submitted his application for payment of his terminal benefits, which clearly shows his intention of not to continue his services in the company. Hence, the petition may be dismissed.

4. On behalf of the petitioner, Ex. W-1 to Ex. W-31 are marked.

On behalf of the respondent, Ex. M-1 to Ex. M-11 are marked.

5. Heard both sides.

6. The first and foremost point raised by the respondent company is that this Industrial Tribunal is having jurisdiction to entertain the I.D., raised by the employees working in the Coal Mines and the respondent company is a Central Government organization.

The point for consideration is whether this court is having jurisdiction over the dispute or not?

7. The Advocate for the petitioner argued that Sec. 2-A(2) is applicable to the workman working in Coal Industry also and this petition is maintainable before this court. While arguing so, he cited I.L. Naidu and others Vs. Union of India and others reported in 2003 (2) ALT-470. Their Lordships held :—

“the contention that Sec. 2-A(2) of I.D., Act, is not applicable to a Government of India undertaking is wholly mis-conceived. In view of the provisions of Art. 254(2) of the Constitution, the provisions of Sec. 2 A(2) incorporated by A.P., Amendment Act, 32/87 are valid and operative. It is not limited to the “State Industries” as contended by the petitioner. The State Legislature was competent to enact the entirety of the Industrial Disputes Act, for its

operation within the territory of A.P., The provisions of Sec. 2-A(2) having received the assent of the President, the workman of Central Government Industry also can raise the dispute U/ sec. 2-A(2) of the I.D., Act. Thereafter, the contention of the respondent's company that Sec. 2-A(2) is not applicable to the petitioner, is without merit or force".

8. The Advocate for the petitioner also cited U. Chinnapa Vs. Cotton Corp., of India and others, reported in 1998 (5) ALD 16 (DB). Their Lordships held that :—

"there is no warrant to restrict this scope and amplitude of the wide phraseology "any workman" employed in Sub-section (2) of Section 2-A of the Industrial Disputes Act, to the employees working in the State Government Industries and it is also applicable to the employees of the Central Government Industries and the industries carried-on under the authority of the Central Government".

In the light of the above decisions, it is quite clear that the petitioner can raise the dispute U/Sec. 2-A(2) of I.D. Act, though he worked in the Coal Mine. Hence, the point is answered in favour of the petitioner.

9. The petitioner worked in the respondent company. Prior to issuing the chargesheet, the petitioner was absent for 213 days in the year, 2002. Even after issuing charge sheet, the petitioner worked only 95 days in the year, 2003. Domestic enquiry was conducted.

10. Now the petitioner is agitating before the court that opportunity was not given to him to present his case before the enquiry officer. The respondent company filed the appointment order of the petitioner dt. 9-8-1976 i.e. marked as Ex. M-1. His job was confirmed on 14-3-1986 i.e., marked as Ex. M-2. Chargesheet is marked as Ex. M-3, The petitioner had given explanation to the charge-sheet stating that due to ill-health, he could not attend to his duties i.e. marked as Ex. M-4. The enquiry notice is marked as Ex. M-5. The enquiry proceedings are marked as Ex. M-7. A notice was issued to the petitioner on 1-7-2003 i.e. marked as Ex. M-8. The petitioner was dismissed from service, through proceedings, dt. 22-9-2003 i.e. marked as Ex. M-9. The office memo is marked as Ex. M-10.

11. The enquiry proceeding were signed by the petitioner and there is a clause that the proceedings were read over and explained to the petitioner in Telugu. the petitioner refused to cross-examine the management witnesses. The charge against the petitioner is that he was absent for 213 days in the year, 2002 and it was admitted by the petitioner. The enquiry proceedings were sent to the petitioner and he acknowledged the proceedings.

12. Now the petitioner filed the petition before this court admitting that he was absent for his duties in the

years, 2002 & 2003. But, he is saying that due to ill-health, he could not attend to his duties. In support of his oral version, he filed Ex. W-1 to Ex. W-31 i.e. the reports given by the various Doctors and the bills paid by him, to the medical department. Ex. W-1 to Ex. W-31 shows that the petitioner was roaming around all the medical departments during that period.

The contention of the respondent is that the petitioner had applied for his retirement benefits also and hence, he has no intention to work in the company. But now the petitioner is agitating before the court that due to ill-health, he could not attend to his duties and now he is ready to work in the company.

Hence, the petition is partly allowed.

In the result, the petition is partly allowed. The respondents are directed to re-instate the petitioner into service, as a fresh candidate, (Tyndal), on production of physical fitness certificate duly issued by the Medical Board. The petitioner shall be kept under observation for a period of one year. If he repeats the same, the respondent company is at liberty to take action against the petitioner. There shall be no order as to costs.

Typed to my dictation, corrected and pronounced by me in the open court on this, the 12th day of April, 2005.

Smt. K. SUVARCHALA, Chairman-cum-Presiding Officer

Appendix or Evidence

Witness Examined

For Workman :—NIL—

For Management :—NIL—

EXHIBITS

For Workman :—

Ex. W-1	Dt. 25-04-2002	Appollo Hospital Microbiology Rs. 1595
Ex. W-2	Dt. -do-	Immuno Haematology bill for Rs. 1595
Ex. W-3	Dt. -do-	Cardiology bill for Rs. 1595
Ex. W-4	Dt. -do-	Cash bill for Rs. 4500
Ex. W-5	Dt. -do-	Cash bill for Rs. 1435
Ex. W-6	Dt. -do-	Bio-chemistry bill for Rs. 1595
Ex. W-7	Dt. -do-	O.P. counter bill 2500/-
Ex. W-8	Dt.	Radiology bill for Rs. 6360
Ex. W-9	Dt. -do-	Haematology bill for Rs. 1595
Ex. W-10	Dt. 30-5-2002	Appolo Hospital bill for

	Rs. 2000	
Ex. W-11 Dt. 30-5-2002	Out patient counter report	
Ex. W-12 Dt. 25-4-2002	O.P. counter radiology	
Ex. W-13 Dt. -do-	Doctor consultation fee Rs. 200	
Ex. W-14 Dt. 29-11-2003	Investigation form	
Ex. W-15 Dt. -do-	Cash bill Rs. 340	
Ex. W-16 Dt. 9-6-2003	Invoice cum cash memo	
Ex. W-17 Dt. 5-10-2003	Prescription of Dr. N. Ragupathi Rao, M.S.	
Ex. W-18 Dt. 29-4-2002	Medical bill particulars	
Ex. W-19 Dt. 29-11-2003	Cash bill for Rs. 727	
Ex. W-20 Dt. 25-4-2002	Radiology Sheet	
Ex. W-21 Dt. -do-	ECG Report	
Ex. W-22 Dt. -do-	X-Ray chest PA Report	
Ex. W-23 Dt. -do-	MRI LUMBAR Spine report	
Ex. W-24 Dt. -do-	Dept. of Orthopaedics Report	
Ex. W-25 Dt. -do-	Dept. of Immuno Serology report	
Ex. W-26 Dt. -do-	Biochemistry and therapeutic drug monitoring report	
Ex. W-27 Dt. -do-	Dept. of Immuno haematology report	
Ex. W-28 Dt. 5-10-2002	Dept. of Bio-chemistry and therapeutic drug monitoring report	
Ex. W-29 Dt. 25-4-2002	Dept. of Haematology and clinical pathology report	
Ex. W-30 Dt. -do-	Haematology and clinical pathology result	
Ex. W-31 Dt. -do-	Dismissal 1r.	
For Management :—		
Ex. M-1 Dt. 9-8-1976	Copy of Appointment 1r.	
Ex. M-2 Dt. 14-3-1986	Copy of confirmation 1r.	
Ex. M-3 Dt. 24-3-2003	Chargesheet	
Ex. M-4 Dt. -Do-	Explanation to Chargesheet	
Ex. M-5 Dt. 25-4-2003	Enquiry notice.	
Ex. M-6 Dt. 3-5-2003	-do-	
Ex. M-7 Dt. 5-5-2003	Enquiry proceedings	
Ex. M-8 Dt. 1-7-2003	Notice issued to petitioner with ack.,	
Ex. M-9 Dt. 22-9-2003 01-10-2003	Dismissal order copy.	
Ex. M-10 Dt. 6-10-2003	Office memo	

Ex. M-11 Dt. 20-9-2003 Lr. to Chairman & Managing
Director, APRTANSCO,
Hyd., and others by Prl.
Secretary to Govt.
Energy Dept., A.P.
Secretariat.

नई दिल्ली, 30 मई, 2005

का.आ. 2180.—औद्योगिक विवाद अधिनियम, 1947
(1947 का 14) की धारा 17 के अनुसरण में, एस.सी.सी.एल. के
प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध
में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, नम्बर-1,
हैदराबाद (संदर्भ संख्या 8/1980) को प्रकाशित करती है, जो केन्द्रीय
सरकार को 30-05-2005 को प्राप्त हुआ था।

[सं. एल-22013/1/2005-आई आर (सी-II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 30th May, 2005

S.O. 2180.—In pursuance of Section 17 of the
Industrial Disputes Act, 1947 (14 of 1947), the Central
Government hereby publishes the award (Ref. No. 8/
1980) of the Industrial Tribunal No. 1, Hyderabad as
shown in the Annexure, in the Industrial Dispute
between the employers in relation to the management of
SCCL and their workman, which was received by the
Central Government on 30-5-2005.

[No. L-22013/1/2005-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I, HYDERABAD

Present : SRI M.E.N. Patrudu,

Chairman, Industrial Tribunal-I
Dated : 16th day of February, 2005

Miscellaneous Petition No. 7/2003
in
Industrial Dispute No. 8/1980

BETWEEN:

Pasika Rayamallu,
S/o. Sri Rajam Occ. Making Mazdoor,
Aged 51 years, Yellandu Nor Basti,
Yellandu, Khammam District Petitioner

And

1. Dy. General Manager (P)
Corporate Office,
The Singareni Collieries Company Ltd.,
(A Govt. Company)
Kothagudem Collieries,
Kathagudem.

2. The Superintending Engineer (E & M),
Area Workshop,
The Singareni Collieries Company Ltd.,
(A Govt. Company), Ellandu
Khammam District.
3. The General Manager,
The Singareni Collieries Company Ltd.,
(A Govt. Company),
Mandamarri Area,
Karimnagar District.
4. The Collierie Manager,
KK V—A Incline,
Manda Marri Area,
Mandamarri.
Adilabad District. ... Respondent/Respondents

Appearances :

M/s. G. Vidyasagar and P. Sudheer Rao,
Advocates for the Petitioner.

M/s. K. Srinivas Murthy,
Ms. Uma Devi and
C. Vijayasekhar Reddy,
Advocates for the Respondents.

AWARD

- 1.00 PETITION :
This is a petition under 33A of I.D. Act.
- 2.00 PETITIONER :
Pasika Rayamallu, is the petitioner
- 3.00 RESPONDENTS :
The four respondents are :
(1) Dy. General Manager (P) Corporate Office,
(2) The Superintending Engineer (E & M), Area
Workshop,
(3) The General Manager the Singareni Collieries
Company Ltd.
(4) The Collierie Manager, KK V-A Incline, Manda
Marri Area.
- 4.00 CASE OF THE PETITIONER :
The case of the petitioner is that he raised an
Industrial Dispute and same was registered as
I.D. 8/1989 and an award was pronounced in his
favour and the said award was challenged by the
Management of Singareni Collieries in W.P. 299/
94 and it was allowed and the union filed an appeal
in Writ Appeal 268/98 and it was allowed and the
Hon'ble High Court has set aside the orders in
Writ Petition 299/94 as well as the award 268/98
and remitted the matter to the Tribunal for fresh
consideration.
- 4.01 It is further stated that when the matter is pending
for further consideration the petitioner was
transferred from Yellandu to Mandamarri area and
he was relieved on 15-5-2003 but subsequently
the transfer order was kept in abeyance and later
on the petitioner was permitted to report on
14-7-2003 and he reported accordingly.
- 4.02 The contention of the petitioner is that in terms of
Section 33(1)(a) of I.D. Act when there is any I.D.
is pending the condition of service of the workman
shall not be altered.
- 4.03 It is seriously contended that the management
has no right to transfer him and it is nothing but
alteration of the service of conditions. It is further
stated that the management has transferred the
petitioner alone and it is unfair labour practice
and it is an Act of victimisation as he is a trade
unionist and it is not on administrative grounds.
- 5.00 CASE OF THE RESPONDENTS :
The respondent filed counter denying all the
material allegations. It is admitted that the
petitioner was a workman of the respondent and
I.D. 8/1980 was returned and award was
pronounced and again it was remitted and is now
pending.
- 5.01 It is clearly stated that the petitioner was
transferred from Yillandu to Mandamarri purely
on administrative grounds and it is in accordance
with the condition mentioned in the appointment
order of the petitioner that the petitioner service
are liable to be transferred in any Mine/Department
of the company.
- 5.02 The contention of the respondent is that an order
of transfer of any employee is a part of service
conditions and it is not an alteration of service
and if the employees are not allowed to transfer
from one post to another post or from one place
to another palce on the ground of some dispute
the management will be helpless. There is no
malafide Act and if there is malafide then the court
is competent to verify and there is no such
malafide Act in the instant case.
- 6.00 EVIDENCE :
On behalf of petitioner WW1 was examined and
3 documents are marked.
On behalf of respondent RW 1 was examined
and 4 documents are marked.
- 7.00 ARGUMENTS :
Heard arguments of both sides. Both sides filed
written arguments also.

8.00 POINT :

Point for my determination is whether the order of transfer of petitioner is liable to be set aside.

9.00 DISCUSSION ON POINTS :

The contention of the petitioner is when the ID is pending he was transferred and it is a contravention. His case is that he is one of the workmen in Industrial Dispute.

10.00 Perused the dispute referred for adjudication in I.D. 8/80.

It is "whether the action of the management of M/s. Singareni Collieries Co. Ltd., in placing in category II Tub-repairing/making mazdoor in Tub repairing/making section at Yellandu workshop is justified. If not, to what relief are the concerned workman entitled?"

11.00 Thus the dispute is with regard to the Tub repairing and making mazdoor working with the management.

11.01 Ex-P1 established that the petitioner was working as Tub repairing mazdoor so he is one of the workman concerned with the dispute.

12.00 Whether the transfer of a workman amounts to contravention attracting section 33 of I.D. Act is a core question to be decided.

13.00 Section 33 of I.D. Act is as follows : (a)

conditions of service, etc., to remain unchanged under certain circumstances during pendency of proceedings.

- (a) in regard to any matter connected with the dispute, alter to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceedings; or

The object behind communicating Section 33 is a break the workman in dispute against victimization by the employer on account of raising ID or continuing the said proceedings. It is with an intention to restrain further disputes and to maintain cordial relation between the employer and the workman and it is with a view to provide clam and peaceful atmosphere in dispute by any other I.D. Plain and effective reading of the provisions disclosed that it is not every alteration i.e.

prohibited under Section 33 what is prohibited is a alteration and condition of the service in regard to any matter connected with the dispute. Thus the main important work is "connected with the dispute."

4.00 In the instant case the dispute is with regard to placing tub repairing mazdoor and tub repairing making mazdoor in category II in tub repairing and making section. Thus the dispute is with regard to placing of the tub repairing and making mazdoor in the category II and that is main dispute which has to be verified in I.D. 8/80 and the said dispute is nothing to do with transfer of workmen or payment of wages and salary of the workmen or initiating an action in case if a workman violates discipline.

33A empowers an employee to move a complaint before the authorities when ever there is a contravention of the provisions of Section 33.

But if the service of the workman has been altered in accordance with standing orders or as per usual procedure or on regular administrative action, such alteration can never be treated as the contravention of the provisions of the Section 33 even if such alteration is unreasonable or unjustified.

Court has to examine closely the surrounding circumstances.

The standing order 21 deals with transfer of employees.

Close perusal of the said standing order discloses that a workman can be transferred from one place to another place depending on the necessity of the work. It further clarifies that when the salaries or the condition of the service of such workman is not be effected due to transfer it is not violation. It is further stated that the workman should be transferred to the same department to maintain the uniformity of the work.

The respondent cited the following decision in support of their contention. In Union of India and other Vs. Janardhan Debanath and another.

In para 9 their lordship observed as follows :—

A bare reading of Rule 37 shows that officials of the Department are liable to be transferred to any part of India unless it is expressly ordered otherwise for any particular class or classes of officials. Transfers were not to be ordered except when advisable in the interests of public service. The transfers can be made subject to conditions

laid down in FRs 15 and 22. The appellant has indicated as to why and under what circumstances the transfers were thought proper in the interests of public service. The High Court while exercising jurisdiction under Articles 226 and 227 of the Constitution of India had gone into the question as to whether the transfer was in the interest of public service. That would essentially require factual adjudication and invariably depend upon the peculiar facts and circumstances of the case concerned.

No Government servant or employee of a public undertaking has any legal right to be posted forever at any one particular place or place of his choice since transfer of a particular employee appointed to the class or category of transferable posts from one place to another is not only an incident, but a condition of service, necessary too in public interest and efficiency in the public administration.

Unless an order of transfer is shown to be an outcome of malafide exercise or state to be in violation of statutory provisions prohibiting any such transfer, the Courts or the Tribunals normally cannot interfere with such orders as a matter of routine, as though they were the appellate authorities substituting their own decision for that of the employer/management, as against such orders passed in the interest of administrative exigencies of the service concerned.

This position was highlighted in National Hydroelectric Power Corpn. Ltd., Vs. Shri Bhagwan AIR 2001 SC 3309 : 2001 (8) SCC 574 : 2001—II-LLJ-1243.

- 15.00 Therefore the Hon'ble Supreme Court clearly held that transfer unless they involve adverse impact on the concerned workman with any penal consequence they are not required to be scrutiny by the Court as in the case of discharge or termination.
- 15.01 And utmost latitude should be left with the department concerned to enforce discipline decency and decorum in public service it is indisputably essential to maintain quality of public service and when it is made towards administration exigency to ensure smooth functioning of the administration.
- 15.02 The Hon'ble Supreme Court held that the question whether the workman could be transferred to a different division is a matter of the employer to consider demanding upon the administrative necessities and the extent of solution for the

problems faced by the administration and it is not for the court to interfere.

- 16.00 The learned counsel for the respondent also cited the decision delivered by High Court of Andhra Pradesh.

In writ petition 12150/89 between

S. Malleshwariah—petitioner Vs. The Chairman & Managing Director Singareni Collieries and other—respondent.

It is a case of transfer and the said petitioner was transferred from 18M Power House Ramagundam to Bhoopetpalli and it was challenged by way of writ.

The Hon'ble High Court discussed in detail and referred various judgments and held that there is no violation of statutory rule if person is transferred from one place to another place since they are not malafide.

- 17.00 Thus the management has a right to transfer any employee either on administrative grounds or in the case of necessity.
- 17.01 In the instant case whether as act of transfer of petitioner by the respondent amounts to contravention of the condition of the service.
- 18.00 Section 33A applicable only when the employer has contravened the provisions of 33.

Under section 33 it is specifically said that the condition of service should remain unchanged in the matter connected with the dispute.

I already held that the main dispute is nothing to do with transfer of the petitioner.

In this case the petitioner was transferred as per standing orders and as per the impugned order and there is no alteration of his condition of service as he is posted in the same department and as he is getting the same salary and the only change is work place. Instead of Yellandu he was asked to work at Mandamarri. Except this there is no other change hence it is not a contravention and it is not an alteration and it is not violation of any of the provisions.

Therefore, there are no merits in the petitioner and the petition is liable to be dismissed.

- 19.00 In the result the petitioner is dismissed.

Dictated to the Shorthand Writer, transcribed by him corrected and pronounced by me in the open court on this the 16th day of February, 2005.

M.E.N. PATRUDU, Chairman

APPENDIX OF EVIDENCE

Witness examined for Petitioner:

PW1 : Pasika Rayamallu

Witness examined for Respondent : -

RW1 : R.K. Prabhu

Documents marked for the

Ex-P1 : Xerox copy of office order (Administrative) dated 13-3-2003 transferring the PW1.

Ex-P2 : Xerox copy of Relieving Order dated 2-7-2003 issued to PW1.

Ex-P3 : Xerox copy of office order dated 17-7-2003 posting PW1 at KK. 5A incline.

Ex-P4 : Xerox copy of the letter dated 13-4-2003 to PW1 allowing him for duty from 3-4-2003.

Documents marked for the Respondents

Nil

नई दिल्ली, 30 मई, 2005

का.आ. 2181.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, ई.सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, असनसोल (संदर्भ संख्या 15/1995) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-05-2005 को प्राप्त हुआ था।

[सं. एल-22012/507/94-आई आर (सी-II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 30th May, 2005

S.O. 2181.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 15/1995) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of ECL and their workman, which was received by the Central Government on 30-5-2005.

[No. L-22012/507/94-IR (C-II)]

N.P. KESAVAN, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL.****PRESENT:**Sri Md. Sarfaraz Khan,
Presiding Officer.**REFERENCE NO. 15 OF 1995.****PARTIES:**

The Agent, ... Management
Tilaboni Colliery,
P.O. Ukhra,
Distt. Burdwan (WB).

Mrs.

Sri Chaudhury Mardi, ... Workman
Dresser represented by President,
Colliery Mazdoor Union,
Cinema Road, Ukhra,
Distt. Burdwan (WB).

REPRESENTATIVES:

For the Management : Sri P.D Das,
Advocate.

For the Workman : None.

Industry : Coal

State : West Bengal.

Dated 18-2-2005

AWARD

In exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of the Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour vide its Order No. L-22012/507/94-IR (C.II) dated 2-3-1995 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

"Whether the action of the management of Tilaboni Colliery, Bankola Area of M/s. Eastern Coalfields Ltd., P.O. Ukhra, Distt. Burdwan (W.B.) in dismissing Sri Chaudhury Mandi, Dresser w.e.f. 12-10-91 is justified? If not, to what relief the concerned workman is entitled to?"

2. After receipt of the aforesaid order of reference summons were issued to the respective parties through the registered post and after having received the summons both the parties appeared and filed their respective written statement in support of their claims.

3. On persual of the record it transpires that since 21-10-2002 no step is being taken on behalf of the union. It is further clear from the record that registered notice was issued to the union which was duly served upon the union. The service report of the registered notice is also attached with the record but unfortunately even after due service of the notice like union did neither appear nor take any steps. The order sheet itself go to show the regular absence of the union indicating that the union has get no interest and does not want to proceed with the case. This reference is pending since the year 1995. No purpose is to be served in keeping the record pending. As such it is hereby ordered that let a "NO DISPUTE AWARD" be passed and the same is passed. Send the copy of the award to the Ministry of Labour for information and needful. The reference is accordingly disposed of.

Md. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 30 मई, 2005

का. आ. 2182.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, एफ. सी.आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नम्बर-1, चण्डीगढ़ (संदर्भ संख्या 1/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-5-2005 को प्राप्त हुआ था।

[सं. एल-22012/246/एफ/93-आई आर (सी-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 30th May, 2005

S.O. 2182.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1/95) of the Central Government Industrial Tribunal-cum-Labour Court, No. I, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 30-5-2005.

[No. L-22012/246/F/93-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

Presiding Officer : Shri Rajesh Kumar

Case No. ID 1/95

Shri Ram Kumar
S/o Sh. Anant Ram,
V & P. O. Chuhan Majra,
Tehsil & Distt. Kaithal
(Haryana).

Applicant

Versus

The District Manager,
Food Corporation of India,
Kothi No. 16,
Urban Estate,
Sector 13, Kurukshetra.

Respondent

APPEARANCES:

For the workman : Shri Raj Deep Singh Tacoria

For the management : Shri Pramod Kumar

AWARD

Passed on 26-04-2005

Central Govt. vide Notification No. L-22012/246/F/93-IR (C-II) dated 9th of December, 1994 has referred the following dispute to this Tribunal for adjudication :—

“ Whether the action of the management of Food Corporation of India Kurukshetra, in terminating the services of Shri Ram Kumar, w.e.f. 2-3-90 is just, fair and legal? If not, to what relief the workman is entitled to ?”

2. Brief facts of the case are that workman filed claim statement claiming in this court that workman was appointed as security guard in the FCI, Depot Dhand, now Teh. and District Kaithal on 3-12-87, since then the workman was in service in the FCI Depot Dhand as chowkidar. The fact that workman was employed as chowkidar by the FCI depot Dhand and working there as such is fully borne out from the following records of the FCI Depot Dhand as well :

- (i) The workman presence is marked in the log books for the year 1988, 1989 and 1990.
- (ii) The workman presence is also marked in the Pucca registers alongwith that of regular employees for the year 1988 and 1989.
- (iii) The workman name is also included in the order files regarding appointment.
- (iv) The workman name is also borne on the pay rolls of the FCI, one copy of the pay roll is retained in the office of the FCI.
- (v) The workman photo was pasted on the registers of the FCI of the year 1988.

3. That the workman has already actually worked for about three years as chowkidar in the FCI. Depot Dhand and he was in continuous service of the FCI ignoring the notional and permissible breaks, which were not due to any fault on his part. The workman was making requests to the management for regularization of his services.

4. That there is relationship between FCI and workman interse, was directly of master and servant and the workman was not the servant of any contractor. Thus the workman was the direct employee of the FCI and the management instead of regularizing the services of the workman, terminated his services without giving any opportunity of hearing and without payment of retrenchment compensation.

5. That since the workman come within the definition of workman as defined under the I.D. Act 1947, the management has not complied Section 25F of the I.D. Act before removing the workman. In other words, the workman was entitled to be treated in regular service of FCI Depot Dhand and he is also entitled to draw wages equivalent to other chowkidars working on regular basis as he was also performing the same duties as being performed by the regular chowkidars. The principle of last come first go has not been followed by the management and his services were illegally terminated.

6. The management filed the written statement raising preliminary objection that there is no relationship of servant and master between the workman and the FCI. On merits the management submitted that the workman was never employed by the management and as such workman allegedly calling himself to be workman cannot derive any benefit under the I.D. Act 1947, rather workman employed as security guard are not the employed by the management

rather their services were hired through a contractor in accordance with the provisions of law. The deployment of chowkidars depends upon the contingency of work and when the procurement is heavy, the watch and ward staff is increased and when the stock liquidate, the watch and ward staff is decreased and deployment of watch and ward staff depends upon the stock position in the depot. And the work done by a chowkidar does not form an integral part of the business of the corporation. It is further submitted that the workman was never appointed as security guard in the FCI Depot, Dhand, District Kaithal on 2-3-1990 and he is not in the service of the corporation since that date as chowkidar. In fact, the District Manager, FCI, Kurukshetra entered into an agreement with M/s. Ex-Servicemen Security Service, Kurukshetra on 3-1-1986 to provide security guards in the various depots of FCI under the District Manager FCI Kurukshetra. The District Manager, FCI Kurukshetra got registration under Section 7 of the Contract labour (R & A) Act, 1970 vide certificate No. 46 (R-5)/88-ALR dated 4-7-88 from the Assistant Labour Commissioner (Central) Rohtak and the security agency got Licence under Section 12 of the said act vide Licence No. 46(L-45)/88 ALR, dated 8-7-88.

7. The claim of the workman is not correct as workman is not the employee of the FCI and he was the employee of the contractor who was deputed by the above contractor to perform his duties at FCI depot at Dhand. It is further submitted that as the time of opening and closing of godowns are not in the log book of each sheet, hence it has been signed by the Security guard as his duty. It is further submitted that every workman has to sign his arrival/departure on duty in the duty register whether he is permanent or employed through contractor and he has to put his signatures in the register kept for the purpose. It is also submitted that appointment letters are issued by the specific agency informing the Assistant Manager Depot regarding the deployment of workers. These letters were addressed to the Assistant Managers Depot and the same are kept in the file for records. And the management never issued appointment letters to the workman. The name of the workman is not borne in the pay role of the management and as such the question of retaining one copy of the pay rolls as alleged does not arise. In fact the pay rolls are prepared by the Security Agency and the workman are paid by the said Security agency and the record pertaining to payments made to the workmen are maintained by the Security agency and no register as alleged is maintained by the FCI.

8. Workman filed replication wherein he controverted the contents of the written statement and reiterated the claim made in the claim statement.

9. In support of his case, in evidence the workman filed his own affidavit, whereas the management has filed two affidavits Ex. M1 of R. K. Bansal, District Manager and another affidavit Ex. M6 of Mr. M. L. Jindal as contractor of the management for supply of guards to the management.

10. Final arguments heard. Both the parties are in agreement that all six, one is cases of Ram Kumar and five others are similar and similar facts, evidence and law is referred by the parties. The management has filed copy of a document Ex. M2, agreement alleged to be between the management of FCI and M/s. Ex-servicemen Security Service Kurukshetra dated 3-1-1986. This agreement executed on 3-1-1986 is for 89 days and was extendable by the parties for further period if required by the corporation. As per clause 8 of this agreement, the security guards posted in the depots will obey the instructions of AM (D)/Depot. In charge and will not have any objection for posting at any particular unit/watch point. Ex. M3 is the letter dated 6-7-88 of Govt. of India, Ministry of Labour granting license on the above date 6-7-88 when FCI filed an application dated 23-2-1988, Ex. M4 is the license, Ex. M4 is the license granted to Ex-servicemen Security Service on 8-7-88 which was valid upto 7-7-89.

11. The management in this case did not file copy of order of posting of workman Ram Kumar and affidavit of contractor M. L. Jindal shown as M6 whereas, filed in other similar cases. Perhaps the management was not having a copies to place in this case. This I have noticed at the time of judgment and as both the parties are in agreement and submitted that evidence in reference to other five cases including this one as led by both the parties in case of Roshan Lal and in case of Roshan Lal this posting order as well as affidavit has been filed are the same and has been discussed by me in that case at length. Both parties argued at length in Roshan Lal's case and requested to consider the same in other five cases of both the parties. I am, therefore, of the view that even these two documents non-existence taken as existed on this file even then the case of the management will have no effect at these documents are discussed by me in case of Roshan Lal.

12. Learned counsel for the workman Shri R. S. Tacoria in arguments submitted that it is a simple case where workman was removed from service and his services were terminated without any notice, an no enquiry was held and no compensation as required U/S 25 of the I.D. Act, 1947 was paid. Undoubtedly the workman worked for more than 240 days and it is not disputed that Ram Kumar was appointed on 3-12-1987 and other five workmen namely Bhag Singh, Maman Singh, Randhir Singh, Roshan Lal and Krishan Lal whose cases are separate were appointed on sometime on 12-1-1987, 31-8-1986, 31-8-1986, 1-4-1988, 18-5-1987 respectively. They all were removed from service on 2-3-1990. No appointment letter was given to them i.e. the workmen that they were appointed as security guards at depots and gave duty from the date of appointment till the date of their termination as contractor did not file a document showing receipt of appointment letter by the workmen. Without receipt of delivery to workmen it can be said to be fabricated. The workmen worked for almost two years at a stretch continuously and it is not disputed by

the management. The only defense of the management is that workman is not their employee, being not appointed by the FCI and his services were taken by M/s. Ex-servicemen Security Service Kurukshetra and that there is no relationship of employer and employee between them. He submitted that workman by his own affidavit and cross-examination on oath has deposed that he was directly employed by the FCI and that his services were terminated without any notice or compensation in violation of Section 25F of the I.D. Act, 1947. He also submitted that undisputedly the management is a Govt. statutory body and governed by the statutory rules and regulations. The management staff is a staff which is also governed by the rules and regulations. He submitted that the workman is illiterate and poor person and the management officials has exploited their weakness and terminated the services of the workman without complying the mandatory provisions of the I.D. Act. It is submitted that the documents filed by the management are itself show that these are not trustworthy documents and submitted that copy of agreements dated 1-3-1986 and license of the FCI granted on 6-7-88 for postings of guards/chowkidars through contractor on their application dated 23-2-1988 and it is story of the management that as per copy of written agreement Ex. M2, the contractor provided services of the workman as chowkidars-cum-guard to the FCI and FCI posted them in different godowns, offices and a per agreement the workmen will work under the direction of the management and they will not raise any objection of posting etc. It is also submitted that workman on oath has proved his case and denied the case of the management that he was not the employee of the FCI Depot Dhand or that his services were taken by the FCI through contractor mentioned above.

13. On the other hand, except copy of document Ex. M2 the management has not filed any document which could prove that Ex. M2 was executed for workmen i.e. list of total workmen supplied to the management, payment received by the contractor from the FCI or that such appointments order were also given to workmen. The management miserably failed to prove that workman was not appointed by the management. Rather by evidence of the poor workman as WW1 himself on oath be stated in his affidavit that he was employed by the FCI and he has denied the suggestion that he was the employee of the contractor and it is also a case of the workman and that it is for the management to prove that the workman was appointed by the contractor as per agreement which the management miserably failed to prove. Accordingly the case of the workman may be allowed and he may be ordered to be reinstated in service with full back wages with all consequential relief.

14. On the other hand the learned counsel for the management submitted that claim is false and the management has proved by the evidence of the contractor.

He also submitted that it is duty of the workman to call for the record and to prove his claim by calling the documents. By not calling any document of the contractor or that of the FCI the workman has failed to prove his case. The counsel further submitted that the management has proved on record from copy of agreement Ex. M2 between the FCI and the contractor and the management that the management was in possession of license to engage a contractor who will provide security guards for the FCI. That document is Ex. M3. He further submitted that management also proved Ex. M4 which is also a license granted to the contractor. He also submitted that workman has not proved any document. They were not issued any appointment letter by the FCI nor they were in the service of the FCI. To prove their documents as well as their contention and pleadings, the management has examined two witnesses Mr. R. K. Bansal, District Manager and M. L. Jindal and also proved documents Ex. M2 to M4 and affidavit Ex. M1. He further submitted that there was no relationship of employer and employees between the management and the workmen and the services of the workmen were utilized by the FCI through contractor as per copy of agreement Ex. M2. Learned counsel for the management Shri Pramod Jain submitted that the management has proved its case fully and workman failed to prove his claim and the reference may be answered in favour of the management.

15. In view of the above submissions, oral evidence of both the parties and documents filed by the management, I have found that in nutshell, as not disputed by the parties, a short point to be resolved is that whether workmen are the employees of the FCI or that workers were provided by the Ex-servicemen Security Service Kurukshetra to the FCI for engagement and utilizing their service as chowkidars in accordance with the copy of agreement Ex. M2.

16. I have found that in this case, the management has filed copy of agreement Ex. M2 which is the base of the case of the management in all cases. Other document is Ex M3, letter granting permission for the engagements of workmen through contractor and order of contractor deputing workman for duty with FCI. On perusal of the entire documents, evidence on record and pleading of the parties, I found that there is copy of agreement Ex. M2 dated 3-1-1986 entered into between the contractor and the management. Para 2 of this agreement is reproduced below :

“Whereas the SSS has offered to supply security guards to the Corporation for a period of 89 days initially, extendable by the period if required by the corporation for the purposes of security under the terms and conditions set forth hereunder.”

17. I have found that at the most case of the management could be that on 3-1-1986, the FCI management had made an agreement that the SSS Kurukshetra shall supply chowkidars-cum-guards to the FCI and the

agreement was extendable by the period if required by the corporation. This agreement Ex. M2 exhausted after 89 days i.e. on 1-4-1986 itself. This document whose photocopy was filed in the Court compel to think whether it is genuine document because why only this document i.e. copy of agreement was filed. This document as per its contents expired on 1-4-1986 and the management has not filed any other copy of further agreements in original. As the agreement Ex. M2 expires on 1-4-1986 itself and there is no words to say that it was extended further or during the period in dispute or in the relevant period there existed a agreement between the Ex-servicemen Security Service Kurukshetra and the FCI. Neither management led any oral evidence nor filed any further agreement that there were further agreements after 1-4-1986 to supply the security guard/chowkidars through the contractor to the FCI. Further more the affidavit of the contractor M.L. Jindal is dated 8-2-02, it is a affidavit which have been filled in the blanks as columns were left blank when it was prepared and not a typed affidavit.

18. As per agreement Ex. M2, it is clear that it expired after 89 days on 1-4-1986 and only this copy was filed by the management in the court for the consideration and thereafter no agreement was in existence as not filed. This is the only agreement and there is no agreement for the relevant period for which the workman worked and the management is alleging that during this period the workman was employed by the contractor. Had the management was having relevant executed agreements for the relevant period, they must have produced the same in the court. Non-production of the agreements between the parties for the relevant period to prove that services of the workman were engaged by the FCI through the contractor, I am of the considered view that as there is no agreement appears to be in existence as not produced by the management in the Court to prove their contentions when the management could prove that the workman worked in the service of the contractor M/s. Ex-servicemen Security Service Kurukshetra for the relevant period. It further make strong the case of the workman as the management failed to produce any document which can corroborates the existence and execution of agreement between the above contractor and the FCI that the workmen was engaged by the FCI through contractor during the relevant period. An office order of the contractor to the management of FCI showing postings of a workman for the FCI cannot prove appointment anything in the absence of any agreement to this effect also or any correspondence like appointment letter handed over to the workman by the contractor. I therefore, hold that the management failed to prove that the workman of this case and other five cases mentioned above which are similar are the employees of the contractor M/s. Ex-servicemen Security Service Kurukshetra and are not the employees of the FCI. The management failed to prove that contractor appointed the workmen as no

document was produced that workmen were appointed by contractor and appointment letters were given to the workmen.

19. On the other hand by simple perusing evidence of the workman who is poor and illiterate person by uncontroverted and unshakable oral evidence that he was the employee of the FCI and FCI has engaged him. He denied all the suggestions and thereafter FCI filed a copy of agreement to prove its case which agreement is expired agreement and not applicable for the relevant period. I therefore, hold and decide the reference in favour of the workman that he was appointed by the FCI and he was not the employee of the contractor M/s. Ex-servicemen Security Service Kurukshetra. I further hold that as the workmen were the employees of the FCI and their services were terminated on 2-3-1990 without any notice and retrenchment compensation and it is a violation of Section 25F of the I.D.Act, 1947.

20. Therefore, the present reference is decided in favour of the workman holding that the action of the management of FCI Kurukshetra in terminating the services of Ram Kumar Ex-chowkidar/watchman w.e.f. 2-3-90 is not just, fair and legal. Accordingly claim of the workman is allowed. He is entitled to be engaged on the same post which he was holding on 2-3-1990 on the date of his termination on the same terms and conditions with continuity of service.

21. As regards back wages, the workman neither in his affidavit nor in claim statement has claimed that he remained unemployed during the relevant period after his termination to date. Therefore, in the circumstances he is not entitled to any back wages from 2-3-90 to the date of award. The reference is answered in favour of the workman. Central Govt. be informed. File be consigned to record.

Chandigarh. 26-4-2005

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 30 मई, 2005

का. आ. 2183.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ. सी. आई. के प्रबंधन के संबद्ध नियोजकों और उनके के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नम्बर-1, चण्डीगढ़ (संदर्भ संख्या 5/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-5-2005 को प्राप्त हुआ था।

[सं. एल-22012/77/एफ/93-आई आर (सी-II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 30th May, 2005

S.O. 2183.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 5/94) of the Central Government Industrial Tribunal/Labour Court, No. 1, Chandigarh as shown in the Annexure in the

Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 30-5-2005.

[No. L-22012/77/F/93-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

Presiding Officer : SHRI RAJESH KUMAR

Case No. ID 5/94

Shri Randhir Singh
S/o Sh. Sadhu Ram,
V & P. O. Chuhan Majra,
Tehsil & Distt. Kaithal
(Haryana).

Applicant

Versus

The District Manager,
Food Corporation of India,
Kothi No. 16,
Urban Estate,
Sector 13, Kurukshetra.

Respondent

APPEARANCES:

For the workman : Shri Raj Deep Singh Tacoria

For the management : Shri Pramod Kumar

AWARD

Passed on 26-04-05

Central Govt. vide notification No. L-22012/77/F/93-IR (C-II) dated 4th of January, 1994 has referred the following dispute to this Tribunal for adjudication :—

“ Whether the action of the management of Food Corporation of India Kurukshetra, in terminating the services of Shri Randhir Singh, Ex-chowkidar/watchman w.e.f. 2-3-90 is just, fair and legal? If not, to what benefits the workman is entitled to and from what date ?”

2. Brief facts of the case are that workman filed claim statement claiming in this court that workman was appointed as security guard in the FCI, Depot Dhand, now Teh. & district Kaithal on 31-8-86, since then the workman was in service in the FCI Depot Dhand as chowkidar. The fact that workman was employed as chowkidar by the FCI Depot Dhand and working there as such is fully borne out from the following records of the FCI Depot Dhand as well :

- (i) The workman presence is marked in the log books for the year 1987, 1988, 1989 and 1990.
- (ii) The workman presence is also marked in the Pucca registers alongwith that of regular employees for the year 1986, 1987 & 1988.
- (iii) The workman name is also included in the order files regarding appointment.

(iv) The workman name is also borne on the pay rolls of the FCI, one copy of the pay roll is retained in the office of the FCI.

(v) The workman photo was pasted on the Registers of the FCI of the year 1987 & 1988.

3. That the workman has already actually worked for about four years as chowkidar in the FCI, Depot Dhand and he was in continuous service of the FCI ignoring the notional and permissible breaks, which were not due to any fault on his part. The workman was making requests to the management for regularization of his services.

4. That there is relationship between FCI and workman interse, was directly of master and servant and the workman was not the servant of any contractor. Thus the workman was the direct employee of the FCI and the management instead of regularizing the services of the workman, terminated his services without giving any opportunity of hearing and without payment of retrenchment compensation.

5. That since the workman come within the definition of workman as defined under the I.D. Act 1947, the management has not complied Section 25F of the I. D. Act before removing the workman. In other words, the workman was entitled to be treated in regular service of FCI, Depot Dhand and he is also entitled to draw wages equivalent to other chowkidars working on regular basis as he was also performing the same duties as being performed by the regular chowkidars. The principle of last come first go has not been followed by the management and his services were illegally terminated.

6. The management filed the written statement raising preliminary objection that there is no relationship of servant and master between the workman and the FCI. On merits the management submitted that the workman was never employed by the management and as such workman allegedly calling himself to be workman can not derive any benefit under the I.D. Act 1947, rather workman employed as security guard are not the employed by the management rather their services were hired through a contractor in accordance with the provisions of law. The deployment of chowkidars depends upon the contingency of work and when the procurement is heavy, the watch and ward staff is increased and when the stock liquidate, the watch and ward staff is decreased and deployment of watch and ward staff depends upon the stock position in the depot. And the work done by a chowkidar does not form an integral part of the business of the corporation. It is further submitted that the workman was never appointed as security guard in the FCI Depot, Dhand, District Kaithal on 2-3-1990 and he is not in the service of the corporation since that date as chowkidar. In fact, the District manager, FCI, Kurukshetra entered into an agreement with M/s. Ex-Servicemen Security Service, Kurukshetra on 3-1-1986

to provide security guards in the various depots of FCI under the District manager FCI Kurukshetra. The district manager, FCI Kurukshetra got registration under Section 7 of the Contract labour (R&A) Act, 1970 vide certificate No. 46 (R-5)/88-ALR dated 4-7-88 from the Assistant Labour Commissioner (Central) Rohtak and the security agency got Licence under Section 12 of the said act vide Licence No. 46(L-45)/88 ALR, dated 8-7-88.

7. The claim of the workman is not correct as workman is not the employee of the FCI and he was the employee of the contractor who was deputed by the above contractor to perform his duties at FCI depot at Dhand. It is further submitted that as the time of opening and closing of godowns are not in the log book of each sheet, hence it has been signed by the Security guard as his duty. It is further submitted that every workman has to sign his arrival/ departure on duty in the duty register whether he is permanent or employed through contractor and he has to put his signatures in the register kept for the purpose. It is also submitted that appointment letters are issued by the specific agency informing the Assistant Manager Depot regarding the deployment of workers. These letters were addressed to the Assistant Managers Depot and the same are kept in the file for records. And the management never issued appointment letters to the workman. The name of the workman is not borne in the pay role of the management and as such the question of retaining one copy of the pay rolls as alleged does not arise. In fact the pay rolls are prepared by the Security Agency and the workman are paid by the said Security agency and the record pertaining to payments made to the workmen are maintained by the Security agency and no register as alleged is maintained by the FCI.

8. Workman filed replication wherein he controverted the contents of the written statement and reiterated the claim made in the claim statement.

9. In support of his case, in evidence the workman filed his own affidavit, whereas the management has filed two affidavits Ex. M1 of R. K. Bansal, district manager and another affidavit Ex. M6 of Mr. M. L. Jindal as contractor of the management for supply of guards to the management.

10. Final arguments heard. Both the parties are in agreement that all six cases is one is Randhir Singh and five others are similar and similar facts, evidence and law is referred by the parties. The management has filed copy of a document Ex. M2, agreement alleged to be between the management of FCI and M/s. Ex-servicemen Security Service Kurukshetra dated 3-1-1986. This agreement executed on 3-1-1986 is for 89 days and was extendable by the parties for further period if required by the Corporation. As per clause 8 of this agreement, the security guards posted in the depots will obey the instructions of AM (D)/ Depot In charge and will not have any objection for posting at any particular unit/watch point. Ex. M3 is the letter dated 6-7-88 of Govt. of India, Ministry of Labour granting license

on the above date 6-7-88 when FCI filed an application dated 23-2-1988, Ex. M4 is the license, Ex. M4 is the license granted to Ex-servicemen Security Service on 8-7-88 which was valid up to 7-7-89. Ex. M5 is a photocopy of the Office Order dated 29-8-86 showing that director has appointed workman and it is information to the management which reads as under :

"The following personal are hereby appointed as security guards in Ex-servicemen Security Services Kurukshetra and are directed to report to AM(D) Buffer Godown Dhand for duties :

1. Moman Singh S/o Mughla Ram
V.P. O. Chuhar Majra Distt. Kurukshetra.
(replacement of Sher Singh)
2. Randhir Singh S/o Sadhu Ram
V.P. O. Chur Majra Distt. Kurukshetra.
(replacement of Roop Chand).

Ex- servicemen Security Service reserves the right to terminate the services of security guards at any time without giving any notice or reason.

Sd/-

MD, SSS

Distribution :

1. AM (D) BG Dhand
2. D. M. FCI Kurukshetra"

11. This office order appears to be a document prepared by the Contractor showing appointment of a security guard and copy sent to the management Food Corporation of India three offices. It does not bear the signatures in token of receipt by the workman in any manner or that he was ever shown this office order.

12. The management also filed Ex. M1 the affidavit of R.K. Bansal District Manager and Ex. M6 the affidavit of M.L. Jindal who was stated to be the contractor. As regard the affidavit of M.L. Jindal Ex. M6 it appears that relevant entries are filled in it including dates as it is prepared by someone and thereafter fill in the blanks were made. The workman has filed his own affidavit in evidence as Ex. W1.

13. Learned counsel for the workman Shri R. S. Tacoria in arguments submitted that it is a simple case where workman was removed from service and his services were terminated without any notice, and no enquiry was held and no compensation as required U/s. 25 of the I.D. Act 1947 was paid. Undoubtedly the workman worked for more than 240 days and it is not disputed that Randhir Singh was appointed on 31-8-1986 and other five workmen namely Bhag Singh, Ram Kumar, Moman Singh, Roshan Lal & Krishan Lal whose cases are separate were appointed on some time as on 12-1-1987, 3-12-1987, 31-8-86, 1-4-1988, 18-5-87 respectively. They all were removed from service Randhir Singh on 2-3-90. No appointment letter

was given to them i.e. the workmen that they were appointed as security guards at depots and gave duty from the date of appointment till the date of their termination as contractor did not file a document showing receipt of appointment letter by the workmen. Without receipt of delivery to workmen it can be said to be fabricated. The workmen worked for almost two years at a stretch continuously and it is not disputed by the management. The only defense of the management is that workman is not their employee, being not appointed by the FCI and his services were taken by M/s. Ex-Servicemen Security Service Kurukshetra and that there is no relationship of employer and employee between them. He submitted that workman by his own affidavit and cross-examination on oath has deposed that he was directly employed by the FCI and that his services were terminated without any notice or compensation in violation of Section 25F of the I.D. Act 1947. He also submitted that undisputedly the management is a Govt. statutory body and governed by the statutory rules and regulations. The management staff is a staff which is also governed by the rules and regulations. He submitted that the workman is illiterate and poor person and the management officials has exploited their weakness and terminated the services of the workman without complying the mandatory provisions of the I.D. Act. It is submitted that the documents filed by the management are itself shows that these are not trustworthy documents and submitted that copy of agreements dated 1-3-1986 and licence of the FCI granted on 6-7-88 for postings of guards/chowkidars through contractor on their application dated 23-2-1988 and it is story of the management that as per copy of written agreement Ex. M2, the contractor provided services of the workman as Chowkidars-cum-Guard to the FCI and FCI posted them in different godowns, offices and as per agreement the workmen will work under the direction of the management and they will not raise any objection of posting etc. It is also submitted that workman on oath has proved his case and denied the case of the management that he was not the employee of the FCI Depot Dhand or that his services were taken by the FCI through contractor mentioned above.

14. On the other hand, except copy of document Ex. M2 the management has not filed any document which could prove that Ex. M2 was executed for workmen i.e. list of total workmen supplied to the management, payment received by the contractor from the FCI or that such appointments orders were also given to workmen. The management miserably failed to prove that workman was not appointed by the management. Rather by evidence of the poor workman as WW1 himself on oath he stated in his affidavit that he was employed by the FCI and he has denied the suggestion that he was the employee of the contractor and it is also a case of the workman and that it is for the management to prove that the workman was appointed by the contractor as per agreement which the management

miserably failed to prove. Accordingly the case of the workman may be allowed and he may be ordered to the reinstated in service with full back wages with all consequential relief.

15. On the other hand the learned counsel for the management submitted that claim is false and the management has proved by the evidence of the contractor and his office order of appointment of the workman which is Ex. M5. He also submitted that it is duty of the workman to call for the record and to prove his claim by calling the documents. By not calling any document of the contractor or that of the FCI the workman has failed to prove his case. The counsel further submitted that the management has proved on record from copy of agreement Ex. M2 between the FCI and the contractor and the management that the management was in possession of licence to engage a contractor who will provide security guards for the FCI. That document is Ex. M3. He further submitted that management also proved Ex. M4 which is also a licence granted to the contractor. He also submitted that workman has not proved any document. They were not issued any appointment letter by the FCI nor they were in the service of the FCI. To prove their documents as well as their contention and pleadings, the management has examined two witnesses Mr. R. K. Bansal, District Manager and M. L. Jindal and also proved documents Ex. M2 to M5 and affidavit Ex. M1 and M6. He further submitted that there was no relationship of employer and employees between the management and the workmen and the services of the workmen were utilised by the FCI through contractor as per copy of agreement Ex. M2. Learned counsel for the management Shri Pramod Jain submitted that the management has proved its case fully and workman failed to prove his claim and the reference may be answered in favour of the management.

16. In view of the above submissions, oral evidence of both the parties and documents filed by the management, I have found that in nutshell, as not disputed by the parties, a short point to be resolved is that whether workmen are the employees of the FCI or that workers were provided by the Ex-servicemen Security Service Kurukshetra to the FCI for engagement and utilising their service as chowkidars in accordance with the copy of agreement Ex. M2.

17. I have found that in this case, the management has filed copy of agreement Ex. M2 which is the base of the case of the management. Other document is Ex M3, letter granting permission for the engagements of workmen through contractor and order of contractor deputing workman for duty with FCI. On perusal of the entire documents, evidence on record and pleading of the parties, I found that there is copy of agreement Ex. M2 dated 3-1-1986 entered into between the contractor and the management. Para 2 of this agreement is reproduced below:

“Whereas the SSS has offered to supply security guards to the Corporation for a period of 89 days

initially, extendable by the period if required by the corporation for the purpose of security under the terms and conditions set forth hereunder.”

18. I have found that at the most case of the management could be that on 3-1-1986, the FCI management had made an agreement that the SSS Kurukshetra shall supply chowkidars-cum-guards to the FCI and the agreement was extendable by the period if required by the corporation. This agreement Ex. M2 exhausted after 89 days i.e. on 1-4-1986 itself. This document whose photocopy was filed in the Court compel to think whether it is genuine document because why only this document i.e. copy of agreement was filed. This document as per its contents expired on 1-4-1986 and the management has not filed any other copy of further agreements in original. As the agreement Ex. M2 expires on 1-4-1986 itself and there is no words to say that it was extended further or during the period in dispute or in the relevant period there existed a agreement between the Ex-servicemen Security Service Kurukshetra and the FCI. Neither management led any oral evidence nor filed any further agreement that there were further agreements after 1-4-1986 to supply the security guard/chowkidars through the contractor to the FCI. Further more the affidavit of the contractor M.L. Jindal is dated 8-2-2002, it is a affidavit which have been filled in the blanks as columns were left blank when it was prepared and not a typed affidavit.

19. As per agreement Ex. M2, it is clear that it expired after 89 days on 1-4-1986 and only copy was filed by the management in the court for the consideration and thereafter no agreement was in existence as not filed. This is the only agreement and there is no agreement for the relevant period for which the workman worked and the management is alleging that during this period the workman was employed by the contractor. Had the management was having relevant executed agreements for the relevant period, they must have produced the same in the court. Non-production of the agreements between the parties for the relevant period to prove that services of the workman were engaged by the FCI through the contractor, I am of the considered view that as there is no agreement appears to be in existence as not produced by the management in the Court to prove their contentions when the management could prove that the workman worked in the service of the contractor M/s. Ex-servicemen Security Service Kurukshetra for the relevant period. It further make strong the case of the workman as the management failed to produce any document which can corroborates the existence and execution of agreement between the above contractor and the FCI that the workmen were engaged by the FCI through contractor during the relevant period. An office order of the contractor to the management of FCI showing appointment of a workman for the FCI cannot prove anything in the absence of any agreement to this effect also or any correspondence like appointment letter

handed over to the workman by the contractor. I, therefore, hold that the management failed to prove that the workman of this case and other five cases mentioned above which are similar are the employees of the contractor M/s. Ex-servicemen Security Service Kurukshetra and are not the employees of the FCI. The management failed to prove that contractor appointed the workmen as no document was produced that workmen were appointed by contractor and appointment letters were given to the workmen.

20. On the other hand by simple perusing evidence of the workman who is poor and illiterate person by uncontroverted and unshakable oral evidence that he was the employee of the FCI and FCI has engaged him. He denied all the suggestions and thereafter FCI filed a copy of agreement to prove its case which agreement is expired agreement and not applicable for the relevant period. I therefore, hold and decide the reference in favour of the workman that he was appointed by the FCI and he was not the employee of the contractor M/s. Ex-servicemen Security Service Kurukshetra. I further hold that as the workmen were the employees of the FCI and the services of Randhir Singh were terminated on 2-3-1990 as alleged without any notice and retrenchment compensation and it is a violation of Section 25F of the I.D. Act 1947.

21. Therefore, the present reference is decided in favour of the workman holding that the action of the management of FCI Kurukshetra in terminating the services of Randhir Singh Ex-Chowkidar/Watchman w.e.f. 2-3-1990 is not just, fair and legal. Accordingly claim of the workman is allowed. He is entitled to be engaged on the same post which he was holding on 2-3-1990 on the date of his termination on the same terms and conditions with continuity of service.

22. As regards backwages, the workman neither in his affidavit nor in claim statement has claimed that he remained unemployed during the relevant period after his termination to date. Therefore, in the circumstances he is not entitled to any back wages from 2-3-1990 to the date of award. The reference is answered in favour of the workman. Central Govt. be informed. File be consigned to record.

Chandigarh.

26-4-2005

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 30 मई, 2005

का.आ. 2184.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एफ. सी. आई. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नम्बर-I, चण्डीगढ़ (संदर्भ संख्या 6/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-5-2005 को प्राप्त हुआ था।

[सं. एल-22012/73/एफ/93-आई आर (सी-II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 30th May, 2005

S.O. 2184.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 6/94) of the Central Government Industrial Tribunal-cum-Labour Court, No. I, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 30-5-2005.

[No. L-22012/73/F/93-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

Presiding Officer : Shri Rajesh Kumar

Case No. ID 6/94

Shri Krishan Lal
S/o Sh. Risal Singh.
V & P. O. Chuhan Majra,
Tehsil & Distt. Kaithal
(Haryana).

.....Applicant

Versus

The District Manager,
Food Corporation of India,
Kothi No. 16,
Urban Estate,
Sector 13, Kurukshetra.

.....Respondent

APPEARANCES

For the workman : Shri Raj Deep Singh Tacoria

For the management : Shri Pramod Kumar

AWARD

Passed on 26-04-05

Central Govt. vide notification no. L-22012/73/F/93-IR (C-II) dated 4th of January 1994 has referred the following dispute to this Tribunal for adjudication :—

“ Whether the action of the management of Food Corporation of India Kurukshetra, in terminating the services of Shri Krishan Lal son of Risal Singh, Ex-chowkidar/watchman w.e.f. 2-3-90 is just, fair and legal? If not, to what benefit is the workman entitled to and from what date ?”

2. Brief facts of the case are that workman filed claim statement claiming in this court that workman was appointed as security guard in the FCI, Depot Dhand, now Teh. & district Kaithal on 18-5-87, since then the workman was in service in the FCI Depot Dhand as chowkidar. The

fact that workman was employed as chowkidar by the FCI Depot Dhand and working there as such is fully borne out from the following records of the FCI Depot Dhand as well :

- (i) The workman presence is marked in the log books for the year 1987, 1988, 1989 and 1990.
- (ii) The workman presence is also marked in the Pucca Registers along with that of regular employees for the year 1986, 87 and 1988.
- (iii) The workman name is also included in the order files regarding appointment.
- (iv) The workman name is also borne on the pay rolls of the FCI, one copy of the pay roll is retained in the office of the FCI.
- (v) The workman photo was pasted on the Registers of the FCI of the year 1987 and 1998.

3. That the workman has already actually worked for about three years as chowkidar in the FCI Depot Dhand and he was in continuous service of the FCI ignoring the notional and permissible breaks, which were not due to any fault on his part. The workman was making requests to the management for regularization of his services.

4. That there is relationship between FCI and workman *inter se*, was directly of master and servant and the workman was not the servant of any contractor. Thus the the workman was the direct employee of the FCI and the management instead of regularizing the services of the workman, terminated his services without giving any opportunity of hearing and without payment of retrenchment compensation.

5. That since the workman come within the definition of workman as defined under the I.D. Act 1947, the management has not complied Section 25F of the I. D. Act before removing the workman. In other words, the workman was entitled to be treated in regular service of FCI. Depot Dhand and he is also entitled to draw wages equivalent to other chowkidars working on regular basis as he was also performing the same duties as being performed by the regular chowkidars. The principle of last come first go has not been followed by the management and his services were illegally terminated.

6. The management filed the written statement raising preliminary objection that there is no relationship of servant and master between the workman and the FCI. On merits the management submitted that the workman was never employed by the management and as such workman allegedly calling himself to be workman can not derive any benefit under the I.D. Act 1947, rather workman employed as security guard are not the employed by the management rather their services were hired through a contractor in accordance with the provisions of law. The deployment of chowkidars depends upon the contingency of work and when the procurement is heavy, the watch and ward staff is increased and when the stock liquidate, the watch and

ward staff is decreased and deployment of watch and ward staff depends upon the stock position in the depot. And the work done by a chowkidar does not form an integral part of the business of the corporation. It is further submitted that the workman was never appointed as security guard in the FCI Depot. Dhand, District Kaithal on 18-5-1987 and he is not in the service of the corporation since that date as chowkidar. In fact, the District Manager, FCI, Kurukshetra entered into an agreement with M/s Ex-Servicemen Security Service, Kurukshetra on 3-1-1986 to provide security guards in the various depots of FCI under the District Manager FCI Kurukshetra. The District Manager, FCI Kurukshetra got registration under Section 7 of the Contract Labour (R&A) Act, 1970 vide certificate No. 46 (R-5)/88-ALR dated 4-7-88 from the Assistant Labour Commissioner (Central) Rohtak and the security agency got Licence under Section 12 of the said Act vide Licence No. 46(L-45)/88 ALR, dated 8-7-88.

7. The claim of the workman is not correct as workman is not the employee of the FCI and he was the employee of the contractor who was deputed by the above contractor to perform his duties at FCI depot at Dhand. It is further submitted that as the time of opening and closing of godowns are not in the log book of each sheet, hence it has been signed by the Security guard as his duty. It is further submitted that every workman has to sign his arrival/departure on duty in the duty register whether he is permanent or employed through contractor and he has to put his signatures in the register kept for the purpose. It is also submitted that appointment letters are issued by the specific agency informing the Assistant Manager Depot regarding the deployment of workers. These letters were addressed to the Assistant Managers Depot and the same are kept in the file for records. And the management never issued appointment letters to the workman. The name of the workman is not borne in the pay roll of the management and as such the question of retaining one copy of the pay rolls as alleged does not arise. In fact the pay rolls are prepared by the Security Agency and the workman are paid by the said Security agency and the record pertaining to payments made to the workmen are maintained by the Security agency and no register as alleged is maintained by the FCI.

8. Workman filed replication wherein he controverted the contents of the written statement and reiterated the claim made in the claim statement.

9. In support of his case, in evidence the workman filed his own affidavit, whereas the management has filed two affidavits Ex. M1 of R. K. Bansal, District Manager and another affidavit Ex. M6 of Mr. M. L. Jindal as contractor of the management for supply of guards to the management.

10. Final arguments heard. Both the parties are in agreement that all six cases of Krishanlal and five others are similar and similar facts, evidence and law as referred by the parties. The management has filed copy of a

document Ex. M2, agreement alleged to be between the management of FCI and M/s. Ex-servicemen Security Service Kurukshetra dated 3-1-1986. This agreement executed on 3-1-1986 is for 89 days and was extendable by the parties for further period if required by the Corporation. As per clause 8 of this agreement, the security guards posted in the depots will obey the instructions of AM(D)/ Depot In charge and will not have any objection for posting at any particular unit watch point. Ex.M3 is the letter dated 6-7-88 of Govt. of India, Ministry of Labour granting licence on the above date 6-7-88 when FCI filed an application dated 23-2-1988. Ex.M4 is the licence, Ex.M4 is the licence granted to Ex-servicemen Security Service on 8-7-88 which was valid up to 7-7-89, Ex. M5 is a photocopy of the Office Order dated 18-5-1987 showing that director has appointed workmen and it is information to the management which reads as under :

"the following personnel are hereby appointed as security guards in Ex-servicemen Security Services Kurukshetra and are directed to report to AM(D)'s for duty : FSD Kurukshetra.

I. Amrit Pal Son of Madan Lal

BG DHAND

1. Krishan Lal son of Risal Singh,
VPO Churmajra, Distt. Kurukshetra.
BGKKR.

Narata Singh _____

Ex-servicemen Security Service reserves the right to terminate the services of security guards at any time without giving any notice or reason.

Sd/-
MD, SSS

Distribution :

1. DM, FCI Kurukshetra
2. AM(D) FCI Kurukshetra
AM (Comp) DM Office KKR"

11. This office order appears to be a document prepared by the contractor showing appointment of a security guard and copy sent to the management Food Corporation of India three offices. It does not bear the signatures in token of receipt by the workman in any manner or that he was ever shown this office order.

12. The management also filed Ex.M1 the affidavit of R.K. Bansal District Manager and Ex.M6 the affidavit of M.L. Jindal who was stated to be the contractor. As regard the affidavit of M.L. Jindal Ex. M6 it appears that relevant entries are filled in it including dates as it is prepared by some one and thereafter fill in the blanks were made. The workman has filed his own affidavit in evidence as Ex. W1.

13. Learned Counsel for the workman Shri R.S. Tacoria in arguments submitted that it is a simple case where workman was removed from service and his services

were terminated without any notice, and no enquiry was held and no compensation as required U/s. 25 of the I.D. Act 1947 was paid. Undoubtedly the workman worked for more than 240 days and it is not disputed that Roshan Lal was appointed on 18-5-87 and other five workmen namely Bhag Singh, Ram Kumar, Moman Singh, Randhir Singh & Roshan Lal whose cases are separate were appointed on some time on 12-1-1987, 3-12-1987, 31-8-86, 31-8-86 & 30-3-88 respectively. They all were removed from service Krishanlal on 2-3-90. No appointment letter was given to them i.e. the workmen that they were appointed as security guards at depots and gave duty from the date of appointment till the date of their termination as contractor did not file a document showing receipt of appointment letter by the workmen. Without receipt of delivery to workmen it can be said to be fabricated. The workmen worked for almost two years at a stretch continuously and it is not disputed by the management. The only defence of the management is that management is not their employee, being not appointed by the FCI and his services were taken by M/s Ex-servicemen Security Service. Kurukshetra and that there is no relationship of employer and employee between them. He submitted that workman by his own affidavit and cross-examination on oath has deposed that he was directly employed by the FCI and that his services were terminated without any notice or compensation in violation of Section 25F of the I.D. Act 1947. He also submitted that undisputedly the management is a Govt. statutory body and governed by the statutory rules and regulations. The management staff is a staff which is also governed by the rules and regulations. He submitted that the workman is illiterate and poor person and the management officials has exploited their weakness and terminated the services of the workman without complying the mandatory provisions of the I.D. Act. It is submitted that the documents filed by the management are itself show that these are not trustworthy documents and submitted that copy of agreements dated 1-3-1986 and license of the FCI granted on 6-7-88 for appointment of guards/ chowkidars through contractor on their application dated 23-2-1988 and it is story of the management that as per copy of written agreement Ex. M2, the contractor provided services of the workman as chowkidars-cum-guard to the FCI and FCI posted them in different godowns, offices and as per agreement the workmen will work under the direction of the management and they will not raise any objection of posting etc. It is also submitted that workman on oath has proved his case and denied the case of the management that he was not the employee of the FCI Depot Dhand or that his services were taken by the FCI through contractor mentioned above.

14. On the other hand, except copy of document Ex.M2 the management has not filed any document which could prove that Ex. M2 was executed for workmen i.e. list of total workmen supplied to the management, payment received by the contractor from the FCI or that such

appointments order were also given to workmen. The management miserably failed to prove that workman was not appointed by the management. Rather by evidence of the poor workman as WW1 himself on oath he stated in his affidavit that he was employed by the FCI and he has denied the suggestion that he was the employee of the contractor and it is also a case of the workman and that it is for the management to prove that the workman was appointed by the contractor as per agreement which the management miserably failed to prove. Accordingly the case of the workman may be allowed and he may be ordered to be reinstated in service with full back wages with all consequential relief.

15. On the other hand the learned counsel for the management submitted that claim is false and the management has proved by the evidence of the contractor and his office order of appointment of the workman which is Ex.M5. He also submitted that it is duty of the workman to call for the record and to prove his claim by calling the documents. By not calling any document of the contractor or that of the FCI the workman has failed to prove his case. The counsel further submitted that the management has proved on record from copy of agreement Ex. M2 between the FCI and the contractor and the management that the management was in possession of license to engage a contractor who will provide security guards for the FCI. That document is Ex. M3. He further submitted the management also proved Ex. M4 which is also a license granted to the contractor. He also submitted that workman has not proved any document. They were not issued any appointment letter by the FCI nor they were in the service of the FCI. To prove their documents as well as their contention and pleadings, the management has examined two witnesses Mr. R.K. Bansal, District Manager and M.L. Jindal and also proved documents Ex. M2 to M5 and affidavits Ex. M1 to M6. He further submitted that there was no relationship of employer and employees between the management and the workmen and the services of the workmen were utilized by the FCI through contractor as per copy of agreement Ex.M2. Learned counsel for the management Shri Pramod Jain submitted that the management has proved its case fully and workman failed to prove his claim and the reference may be answered in favour of the management.

16. In view of the above submissions, oral evidence of both the parties and documents filed by the management. I have found that in nutshell, as not disputed by the parties, a short point to be resolved is that whether workmen are the employees of the FCI or that workers were provided by the Ex-servicemen Security Service Kurukshetra to the FCI for engagement and utilizing their service as chowkidars in accordance with the copy of agreement Ex.M2.

17. I have found that in this case, the management has filed copy of agreement Ex.M2 which is the base of the case of the management. Other document is Ex.M3, letter

granting permission for the engagements of workmen through contractor and order of contractor deputing workman for duty with FCI. On perusal of the entire documents, evidence on record and pleading of the parties. I found that there is copy of agreement of Ex. M2 dated 3-1-1986 entered into between the contractor and the management. Para 2 of this agreement is reproduced below :

“Whereas the SSS has offered to supply security guards to the Corporation for a period of 89 days initially, extendable by the period if required by the corporation for the purpose of security under the terms and conditions set forth hereunder.”

18. I have found that at the most case of the management could be that on 3-1-1986, the FCI management had made an agreement that the SSS Kurukshetra shall supply chowkidars-cum-guards to the FCI and the agreement was extendable by the period if required by the corporation. This agreement Ex.M2 exhausted after 89 days i.e. on 1-4-1986 itself. This document whose photocopy was filed in the Court compel to think whether it is genuine document because why only this document i.e. copy of agreement was filed. This document as per its contents expired on 1-4-1986 and the management has not filed any other copy of further agreements in original. As the agreement Ex.M2 expires on 1-4-1986 itself and there is no words to say that it was extended further or during the period in dispute or in the relevant period there existed a agreement between the Ex-servicemen Security Service Kurukshetra and the FCI. Neither management led any oral evidence nor filed any further agreement that there were further agreements after 1-4-1986 to supply the security guard/chowkidars through the contractor to the FCI. Further more the affidavit of the contractor M.L. Jindal is dated 8-2-02, it is a affidavit which have been filled in the blanks as columns were left blank when it was prepared and not a typed affidavit.

19. As per agreement Ex.M2, it is clear that it expired after 89 days on 1-4-1986 and only copy was filed by the management in the court for the consideration and thereafter no agreement was in existence as not filed. This is the only agreement and there is no agreement for the relevant period for which the workman worked and the management is alleging that during this period the workman was employed by the contractor. Had the management was having relevant executed agreements for the relevant period, they must have produced the same in the Court, Non-production of the agreements between the parties for the relevant period to prove that services of the workman were engaged by the FCI through the contractor. I am of the considered view that as there is no agreement appears to be in existence as not produced by the management in the Court to prove their contentions when the management could prove that the workman worked in the service of the contractor M/s Ex-servicemen Security Service Kurukshetra for the relevant

period. It further make strong the case of the workman as the management failed to produce any document which can corroborates the existence and execution of agreement between the above contractor and the FCI that the workmen were engaged by the FCI through contractor during the relevant period. An office order of the contractor to the management of FCI showing appointment of a workman for the FCI can not prove anything in the absence of any agreement to this effect also or any correspondence like appointment letter handed over to the workman by the contractor. I therefore, hold that the management failed to prove that the workman of this case and other five cases mentioned above which are similar are the employees of the contractor M/s Ex-servicemen Security Service Kurukshetra and are not the employees of the FCI. The management failed to prove that contractor appointed the workmen as no document was produced that workmen were appointed by contractor and appointment letters were given to the workmen.

20. On the other hand by simple perusing evidence of the workman who is poor and illiterate person by uncontroverted and unshakable oral evidence that he was the employee of the FCI and FCI has engaged him. He denied all the suggestions and thereafter FCI filed a copy of agreement to prove its case which agreement is expired agreement and not applicable for the relevant period. I therefore, hold and decide the reference in favour of the workman that he was appointed by the FCI and he was not the employee of the contractor M/s Ex-servicemen Security Service Kurukshetra. I further hold that as the workmen were the employees of the FCI and the services of Krishan Lal was terminated on 2-3-1990 without any notice and retrenchment compensation and it is a violation of Section 25F of the I.D. Act 1947.

21. Therefore, the present reference is decided in favour of the workman holding that the action of the management of FCI Kurukshetra in terminating the services of Krishan Lal Ex-chowkidar/watchman w.e.f. 2-3-90 is not just, fair and legal. Accordingly claim of the workman is allowed. He is entitled to be engaged on the same post which he was holding on 2-3-1990 on the date of his termination on the same terms and conditions with continuity of service. Therefor Krishan Lal shall be reinstated as a chowkidar to the same capacity as he was working on 2-3-90 forth with.

22. As regards back wages, the workman neither in his affidavit nor in claim statement has claimed that he remained unemployed during the relevant period after his termination to date. Therefore, in the circumstances he is not entitled to any back wages from 2-3-90 to the date of award. The reference is answered in favour of the workman. Central Govt. be informed. File be consigned to record.

Chandigarh,

26-4-05

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 30 मई, 2005

AWARD

Passed on 26-04-05

का. अ. 2185.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एफ.सी.आई. प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नम्बर-I, चण्डीगढ़ (संदर्भ संख्या 4/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-5-2005 को प्राप्त हुआ था।

[सं. एल-22012/76/एफ/93-आई आर (सी-II)]

एन.पी. केशवन, डैस्क अधिकारी

New Delhi, the 30th May, 2005

S.O. 2185.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 4/94) of the Central Government Industrial Tribunal/Labour Court No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 30-5-2005.

[No. L-22012/76/F/93-IR (C-II)]

N.P. KESAVAN, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-I
CHANDIGARH

Presiding Officer : Shri Rajesh Kumar

Case No. ID 4/94

Shri Maman Singh,
S/o Sh. Mugla Ram,
V & P. O. Chuahar Majra,
Tehsil & Distt. Kaithal
(Haryana).

Applicant

Versus

The District Manager,
Food Corporation of India,
Kothi No. 16,
Urban Estate,
Sector 13, Kurukshetra.

Respondent

APPEARANCES

For the workman : Shri Raj Deep Singh Tacoria

For the management : Shri Pramod Kumar

Central Govt. vide notification no. L-22012/76/F/93-IR (C-II) dated 4th of January 1994 has referred the following dispute to this Tribunal for adjudication :—

“Whether the action of the management of Food Corporation of India, Kurukshetra, in terminating the services of Shri Maman Singh, Ex-chowkidar/watchman w.e.f. 2-3-90 is just, fair and legal? If not, to what benefits the workman is entitled to and from what date?”

2. Brief facts of the case are that workman filed claim statement claiming in this court that workman was appointed as security guard in the FCI, Depot Dhand, now Teh. and district Kaithal on 31-8-86, since then the workman was in service in the FCI Depot Dhand as Chowkidar. The fact that workman was employed as Chowkidar by the FCI Depot Dhand and working there as such is fully borne out from the following records of the FCI Depot Dhand as well :

- (i) The workman presence is marked in the log books for the year 1987, 1988, 1989 and 1990.
- (ii) The workman presence is also marked in the Pucca registers alongwith that of regular employees for the year 1986, 1987 and 1988.
- (iii) The workman name is also included in the order files regarding appointment.
- (iv) The workman name is also borne on the pay rolls of the FCI, one copy of the pay roll is retained in the office of the FCI.
- (v) The workman photo was pasted on the Registers of the FCI of the year 1987 and 1988.

3. That the workman has already actually worked for about four years as Chowkidar in the FCI, Depot. Dhand and he was in continuous service of the FCI ignoring the notional and permissible breaks, which were not due to any fault on his part. The workman was making requests to the management for regularization of his services.

4. That there is relationship between FCI and workman *interse*, was directly of master and servant and the workman was not the servant of any contractor. Thus the workman was the direct employee of the FCI and management instead of regularizing the services of the workman, terminated his services without giving any opportunity of hearing and without payment of retrenchment compensation.

5. That since the workman come within the definition of workman as defined under the I.D. Act 1947, the

management has not complied Section 25F of the I. D. Act before removing the workman. In other words, the workman was entitled to be treated in regular service of FCI Depot, Dhand and he is also entitled to draw wages equivalent to other Chowkidars working on regular basis as he was also performing the same duties as being performed by the regular Chowkidars. The principle of last come first go has not been followed by the management and his services were illegally terminated.

6. The management filed the written statement raising preliminary objection that there is no relationship of servant and master between the workman and the FCI. On merits the management submitted that the workman was never employed by the management and as such workman allegedly calling himself to be workman can not derive any benefit under the I.D. Act 1947, rather workman employed as security guard are not the employed by the management rather their services were hired through a contractor in accordance with the provisions of law. The deployment of Chowkidars depends upon the contingency of work and when the procurement is heavy, the watch and ward staff is increased and when the stock liquidate, the watch and ward staff is decreased and deployment of watch and ward staff depends upon the stock position in the depot. And the work done by a Chowkidar does not form an integral part of the business of the corporation. It is further submitted that the workman was never appointed as security guard in the FCI Depot. Dhand, District Kaithal on 2-3-1990 and he is not in the service of the corporation since that date as Chowkidar. In fact, the District Manager, FCI, Kurukshetra entered into an agreement with M/s Ex-Servicemen Security Service, Kurukshetra on 3-1-1986 to provide security guards in the various depots of FCI under the District Manager FCI Kurukshetra. The District Manager, FCI Kurukshetra got registration under Section 7 of the Contract labour (R&A) Act, 1970 vide certificate No. 46 (R-5)/88-ALR dated 4-7-88 from the Assistant Labour Commissioner (Central) Rohtak and the security agency got Licence under Section 12 of the said act vide Licence No. 46 (L-45)/88 ALR, dated 8-7-88.

7. The claim of the workman is not correct as workman is not the employee of the FCI and he was the employee of the contractor who was deputed by the above contractor to perform his duties at FCI depot at Dhand. It is further submitted that as the time of opening and closing of godowns are not in the log book of each sheet, hence it has been signed by the Security guard as his duty. It is further submitted that every workman has to sign his arrival/departure on duty in the duty register whether he is permanent or employed through contractor and he has to put his signatures in the register kept for the purpose. It is also submitted that appointment letters are issued by the specific agency informing the Assistant Manager Depot regarding the deployment of workers. These letters were

addressed to the Assistant Managers Depot and the same are kept in the file for records. And the management never issued appointment letters to the workman. The name of the workman is not borne in the pay role of the management and as such the question of retaining one copy of the pay rolls as alleged does not arise. In fact the pay rolls are prepared by the Security Agency and the workman are paid by the said Security Agency and the record pertaining to payments made to the workmen are maintained by the Security Agency and no register as alleged is maintained by the FCI.

8. Workman filed replication wherein he controverted the contents of the written statement and reiterated the claim made in the claim statement.

9. In support of his case, in evidence the workman filed his own affidavit, whereas the management has filed two affidavits Ex. M1 of R. K. Bansal, District Manager and another affidavit Ex. M6 of Mr. M. L. Jindal as contractor of the management for supply of guards to the management.

10. Final arguments heard. Both the parties are in agreement that all six cases one is of Maman Singh and five others are similar and similar facts, evidence and law is referred by the parties. The management has filed copy of a document Ex. M2, agreement alleged to be between the management of FCI and M/s Ex-servicemen Security Service Kurukshetra dated 3-1-1986. This agreement executed on 3-1-1986 is for 89 days and was extendable by the parties for further period if required by the corporation. As per clause 8 of this agreement, the security guards posted in the depots will obey the instructions of Am (D)/Depot In-charge and will not have any objection for posting at any particular unit/watch point. Ex. M3 is the letter dated 6-7-88 of Govt. of India, Ministry of Labour granting license on the above date 6-7-88 when FCI filed an application dated 23-2-1988, Ex. M4 is the license, Ex. M4 is the license granted to Ex-servicemen Security Service on 8-7-88 which was valid up to 7-7-89. Ex. M5 is a photocopy of the Office order dated 29-8-86 showing that director has appointed workman and it is information to the management which reads as under :

"the following personal are hereby appointed as security guards in Ex-servicemen Security Services Kurukshetra and are directed to report to AM (D) Buffer Godown Dhand for duties :

1. Maman Singh S/O Mughla Ram,
V.P.O. Chur Majra, Distt. Kurukshetra.
(replacement of Sher Singh)
2. Randhir Singh S/o Sadhu Ram,
V.P.O. Chur Majra, Distt. Kurukshetra.
(replacement of Roop Chand)

Ex-servicemen Security Service reserves the right to terminate the services of Security guards at any time without giving any notice or reason.

Sd/-

MD, SSS

Distribution :

1. AM (D) BG Dhand
2. D.M. FCI Kurukshetra"

11. This office order appears to be a document prepared by the Contractor showing appointment of a security guard and copy sent to the management Food Corporation of India three offices. It does not bear the signatures in token of receipt by the workman in any manner or that he was ever shown this office order.

12. The management also filed Ex. M1 the affidavit of R.K. Bansal District Manager and Ex. M6 the affidavit of M.L. Jindal, who was stated to be the contractor. As regard the affidavit of M.L. Jindal Ex. M6 it appears that relevant entries are filled in it including dates as it is prepared by some one and thereafter fill in the blanks were made. The workman has filed his own affidavit in evidence as Ex. W1.

13. Learned counsel for the workman Shri R. S. Tacoria in arguments submitted that it is a simple case where workman was removed from service and his services were terminated without any notice, and no enquiry was held and no compensation as required U/s 25 of the I.D. Act 1947 was paid. Undoubtedly the workman worked for more than 240 days and it is not disputed that Roshan Lal was appointed on 31-8-1986 and other five workmen namely Bhag Singh, Ram Kumar, Randhir Singh, Roshan Lal & Krishan Lal whose cases are separate were appointed on some time on 12-1-1987, 3-12-1987, 31-8-86, 1-4-1988, 18-5-87 respectively. They all were removed from service Maman Singh on 2-3-90. No appointment letter was given to them i.e. the workmen that they were appointed as security guards at depots and gave duty from the date of appointment till the date of their termination as contractor did not file a document showing receipt of appointment letter by the workmen. Without receipt of delivery to workmen it can be said to be fabricated. The workmen worked for almost two years at a stretch continuously and it is not disputed by the management. The only defense of the management is that workman is not their employee, being not appointed by the FCI and his services were taken by M/s. Ex-servicemen Security Service Kurukshetra and that there is no relationship of employer and employee between them. He submitted that workman by his own affidavit and cross-examination on oath has deposed that he was directly employed by the FCI and that his services were terminated without any notice or compensation in

violation of Section 25F of the I.D. Act 1947. He also submitted that undisputedly the management is a Govt. statutory body and governed by the statutory rules and regulations. The management staff is a staff which is also governed by the rules and regulations. He submitted that the workman is illiterate and poor person and the management officials has exploited their weakness and terminated the services of the workman without complying the mandatory provisions of the I.D. Act. It is submitted that the documents filed by the management are itself show that these are not trustworthy documents and submitted that copy of agreements dated 1-3-1986 and license of the FCI granted on 6-7-88 for postings of guards/chowkidars through contractor on their application dated 23-2-1988 and it is story of the management that as per copy of written agreement Ex. M2, the contractor provided services of the workman as chowkidars-cum-guard to the FCI and FCI posted them in different godowns, offices and as per agreement the workmen will work under the direction of the management and they will not raise any objection of posting etc. It is also submitted that workman on oath has proved his case and denied the case of the management that he was not the employee of the FCI Depot Dhand or that his services were taken by the FCI through contractor mentioned above.

14. On the other hand, except copy of document Ex. M2 the management has not filed any document which could prove that Ex. M2 was executed for workmen i.e. list of total workmen supplied to the management, payment received by the contractor from the FCI or that such appointments order was also given to workmen. The management miserably failed to prove that workman was not appointed by the management. Rather by evidence of the poor workman as WW1 himself on oath he stated in his affidavit that he was employed by the FCI and he has denied the suggestion that he was the employee of the contractor and it is also a case of the workman and that it is for the management to prove that the workman was appointed by the contractor as per agreement which the management miserably failed to prove. Accordingly the case of the workman may be allowed and he may be ordered to be reinstated in service with full back wages with all consequential relief.

15. On the other hand the learned counsel for the management submitted that claim is false and the management has proved by the evidence of the contractor and his office order of appointment of the workman which is Ex. M5. He also submitted that it is duty of the workman to call for the record and to prove his claim by calling the documents. By not calling any document of the contractor or that of the FCI the workman has failed to prove his case. The counsel further submitted that the management has proved on record from copy of agreement Ex. M2 between the FCI and the contractor and the management that the management was in possession of license to

engage a contractor who will provide security guards for the FCI. That document is Ex. M3. He further submitted that management also proved Ex. M4 which is also a license granted to the contractor. He also submitted that workman has not proved any document. They were not issued any appointment letter by the FCI nor they were in the service of the FCI. To prove their documents as well as their contention and pleadings, the management has examined two witnesses Mr. R.K. Bansal, District manager and M.L. Jindal and also proved documents Ex. M2 to M5 and affidavits Ex. M1 and M6. He further submitted that there was no relationship of employer and employees between the management and the workmen and the services of the workmen were utilized by the FCI through contractor as per copy of agreement Ex. M2. Learned counsel for the management Shri Pramod Jain submitted that the management has proved its case fully and workman failed to prove this claim and the reference may be answered in favour of the management.

16. In view of the above submissions, oral evidence of both the parties and documents filed by the management, I have found that in nutshell, as not disputed by the parties, a short point to be resolved is that whether workmen are the employees of the FCI or that workers were provided by the Ex-servicemen Security Service Kurukshetra to the FCI for engagement and utilizing their service as chowkidars in accordance with the copy of agreement Ex. M2.

17. I have found that in this case, the management has filed copy of agreement Ex. M2 which is the base of the case of the management. Other document is Ex. M3, letter granting permission for the engagements of workmen through contractor and order of contractor deputing workman for duty with FCI. On perusal of the entire documents, evidence on record and pleading of the parties, I found that there is copy of agreement Ex. M2 dated 3-1-1986 entered into between the contractor and the management. Para 2 of this agreement is reproduced below :

“Whereas the SSS has offered to supply security guards to the Corporation for a period of 89 days initially, extendable by the period if required by the corporation for the purpose of security under the terms and condition set forth hereunder.”

18. I have found that at the most case of the management could be that on 3-1-1986, the FCI management had made an agreement that the SSS Kurukshetra shall supply chowkidars-cum-guards to the FCI and the agreement was extendable by the period if required by the corporation. This agreement Ex. M2 exhausted after 89 days i.e. on 1-4-1986 itself. This document whose photocopy was filed in the Court compel to think whether it is genuine document because why

only his document i.e. copy of agreement was filed. This document as per its contents expired on 1-4-1986 and the management has not filed any other copy of further agreements in original. As the agreement Ex. M2 expires on 1-4-1986 itself and there is no words to say that it was extended further or during the period in dispute or in the relevant period there existed a agreement between the Ex-servicemen Security Service Kurukshetra and the FCI. Neither management led any oral evidence nor filed any further agreement that there were further agreements after 1-4-1986 to supply the security guards/chowkidars through the contractor to the FCI. Further more the affidavit of the contractor M.L. Jindal is dated 8-2-02, it is a affidavit which have been filled in the blanks as columns were left blank when it was prepared and not a typed affidavit.

19. As per agreement Ex. M2, it is clear that it expired after 89 days on 1-4-1986 and only the copy was filed by the management in the Court for the consideration and thereafter no agreement was in existence as not filed. This is the only agreement and there is no agreement for the relevant period for which the workman worked and the management is alleging that during this period the workman was employed by the contractor. Had the management was having relevant executed agreements for the relevant period, they must have produced the same in the Court. Non-production of the agreements between the parties for the relevant period to prove that services of the workman were engaged by the FCI through the contractor, I am of the considered view that as there is no agreement appears to be in existence as not produced by the management in the Court to prove their contentions when the management could prove that the workman worked in the service of the contractor M/S. Ex-servicemen Security Service Kurukshetra for the relevant period. It further make strong the case of the workman as the management failed to produce any document which can corroborates the existence and execution of agreement between the above contractor and the FCI that the workmen was engaged by the FCI through contractor during the relevant period. An office order of the contractor to the management of FCI showing appointment of a workman for the FCI can not prove anything in the absence of any agreement to this effect also or any correspondence like appointment letter handed over to the workman by the contractor. I therefore, hold that the management failed to prove that the workman of this case and other five cases mentioned above which are similar are the employees of the contractor M/s. Ex-servicemen Security Service Kurukshetra and are not the employees of the FCI. The management failed to prove that contractor appointed the workmen as no document was produced that workmen were appointed by contractor and appointment letters were given to the workman.

20. On the other hand by simple perusing evidence of the workman who is poor and illiterate person by uncontroverted and unshakable oral evidence that he was the employee of the FCI and FCI has engaged him. He denied all the suggestions and thereafter FCI filed a copy of agreement to prove its case which agreement is expired agreement and not applicable for the relevant period. I therefore, hold and decide the reference in favor of the workman that he was appointed by the FCI and he was not the employee of the contractor M/s Ex-servicemen Security Service Kurukshetra. I further hold that as the workmen were the employees of the FCI and the services of Maman Singh were terminated on 2-3-1990 or as alleged without any notice and retrenchment compensation and it is a violation of Section 25F of the I.D. Act, 1947.

21. Therefore, the present reference is decided in favour of the workman holding that the action of the management of FCI Kurukshetra in terminating the services of Maman Singh Ex-Chowkidar/watchman w.e.f. 2-3-90 is not just, fair and legal. Accordingly claim of the workman is allowed. He is entitled to be engaged on the same post which he was holding on 2-3-1990 on the date of his termination on the same terms and conditions with continuity of service. Therefore, Maman Singh shall be reinstated as chowkidar in the same capacity as he was working as on 2-3-1990 forth with.

22. As regards back wages, the workman neither in his affidavit nor in claim statement has claimed that he remained unemployed during the relevant period after his termination to date. Therefore, in the circumstances he is not entitled to any back wages from 2-3-90 to the date of award. The reference is answered in favour of the workman. Central Govt. be informed. File be consigned to record.

Chandigarh,

26-4-05

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 30 मई, 2005

का. आ. 2186.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ.सी.आई. प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नम्बर-1, चण्डीगढ़ (संदर्भ संख्या 3/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-5-2005 को प्राप्त हुआ था।

[सं. एल-22012/75/एफ/93-आई आर (सी-II)]

एन.पी. केशवन, डैस्क अधिकारी

New Delhi, the 30th May, 2005

S.O. 2186.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 3/94) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 30-5-2005.

[No. L-22012/75/F/93-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

Presiding Officer : Shri Rajesh Kumar

Case No. I.D. 3/95

Shri Bhag Singh,
S/o Sh. Nar Singh,
Village Badwana,
Tehsil & Distt. Kaithal
(Haryana).

Applicant

Versus

The District Manager,
Food Corporation of India,
Kothi No. 16,
Urban Estate,
Sector 13, Kurukshetra.

Respondent

APPEARANCES:

For the Workman : Shri Raj Deep Singh Tacoria

For the Management : Shri Pramod Kumar

AWARD

Passed on 26-04-05

Central Govt. vide notification No. L-22012/75/F/93-IR (C-II) dated 31st of December, 1994 has referred the following dispute to this Tribunal for adjudication :—

“Whether the action of the management of Food Corporation of India Kurukshetra, in terminating the services of Shri Bhag Singh, Ex-chowkidar/watchman w.e.f. 30-3-90 is just, fair and legal? If not, to what benefits the workman entitled to and from what date?”

2 Brief facts of the case are that workman filed claim statement claiming in this court that workman was appointed as security guard in the FCI, Depot Dhand, now Teh. & District Kaithal on 12-1-1987, since then the workman

was in service in the FCI Depot, Dhand as Chowkidar. The fact that workman was employed as Chowkidar by the FCI Depot Dhand and working there as such is fully borne out from the following records of the FCI Depot, Dhand as well :

- (i) The workman presence is marked in the log books for the year 1987, 1988, 1989.
- (ii) The workman presence is also marked in the Pucca Registers alongwith that of regular employees for the years 1988 and 1989.
- (iii) The workman name is also included in the order files regarding appointment.
- (iv) The workman name is also borne on the pay rolls of the FCI, one copy of the pay roll is retained in the office of the FCI.

3. That the workman has already actually worked for about two years as Chowkidar in the FCI Depot, Dhand and he was in continuous service of the FCI ignoring the notional and permissible breaks, which were not due to any fault on his part. The workman was making requests to the management for regularization of his services.

4. That there is relationship between FCI and workman interse, was directly of master and servant and the workman was not the servant of any contractor. Thus the workman was the direct employee of the FCI and the management instead of regularizing the services of the workman, terminated his services without giving any opportunity of hearing and without payment of retrenchment compensation.

5. That since the workman come within the definition of workman as defined under the I.D. Act, 1947, the management has not complied Section 25F of the I. D. Act before removing the workman. In other words, the workman was entitled to be treated in regular service of FCI Depot, Dhand and hie is also entitled to draw wages equivalent to other chowkidars working on regular basis as he was also performing the same duties as being performed by the regular chowkidars. The principle of last come first go has not been followed by the management and his services were illegally terminated.

6. The management filed the written statement raising preliminary objection that there is no relationship of servant and master between the workman and the FCI. On merits the management submitted that the workman was never employed by the management and as such workman allegedly calling himself to be workman cannot derive any benefit under the I.D. Act, 1947, rather workman employed as security guard are not employed by the management

rather their services were hired through a contractor in accordance with the provisions of law. The deployment of chowkidars depends upon the contingency of work and when the procurement is heavy, the watch and ward staff is increased and when the stock liquidate, the watch and ward staff is decreased and deployment of watch and ward staff depends upon the stock position in the Depot. And the work done by a chowkidar does not form an integral part of the business of the Corporation. It is further submitted that the workman was never appointed as security guard in the FCI Depot. Dhand, District Kaithal on 12-1-1987 and he is not in the service of the corporation since that date as chowkidar. In fact, the District Manager, FCI, Kurukshetra entered into an agreement with M/s Ex-Servicemen Security Service, Kurukshetra on 3-1-1986 to provide security guards in the various Depots of FCI under the District Manager, FCI Kurukshetra. The District Manager, FCI, Kurukshetra got registration under Section 7 of the Contract Labour (R&A) Act, 1970 vide certificate No. 46 (R-5)/88-ALR dated 4-7-88 from the Assistant Labour Commissioner (Central) Rohtak and the Security Agency got Licence under Section 12 of the said Act vide Licence No. 46 (L-45)/88 ALR, dated 8-7-88.

7. The claim of the workman is not correct as workman is not the employee of the FCI and he was the employee of the contractor who was deputed by the above contractor to perform his duties at FCI Depot at Dhand. It is further submitted that as the time of opening and closing of godowns are not in the log book of each sheet, hence it has been signed by the Security Guard as his duty. It is further submitted that every workman has to sign his arrival/ departure on duty in the duty register whether be is permanent or employed through contractor and he has to put his signatures in the register kept for the purpose. It is also submitted that appointment letters are issued by the specific agency informing the Assistant Manager, Depot regarding the deployment of workers. These letters were addressed to the Assistant Managers Depot and the same are kept in the file for records. And the management never issued appointment letters to the workman. The name of the workman is not borne in the pay role of the management and as such the question of retaining one copy of the pay rolls as alleged does not arise. In fact the pay rolls are prepared by the Security Agency and the workman are paid by the said Security Agency and the record pertaining to payments made to the workmen are maintained by the Security Agency and no register as alleged is maintained by the FCI.

8. Workman filed replication wherein he controverted the contents of the written statement and reiterated the claim made in the claim statement.

9. In support of his case, in evidence the workman filed his own affidavit, whereas the management has filed two affidavits Ex. M1 of R. K. Bansal, District Manager and

another affidavit Ex. M6 of Mr. M. L. Jindal as contractor of the management for supply of guards to the management.

10. Final arguments heard. Both the parties are in agreement that all six cases, one is of Bhag Singh and five others are similar and similar facts, evidence and law is referred by the parties. The management has filed copy of a document Ex. M2, agreement alleged to be between the management of FCI and M/s Ex-servicemen Security Service, Kurukshetra dated 3-1-1986. This agreement executed on 3-1-1986 is for 89 days and was extendable by the parties for further period if required by the Corporation. As per clause 8 of this agreement, the security guards posted in the depots will obey the instructions of AM (D)/Depot In-charge and will not have any objection for posting at any particular unit/watch point. Ex. M3 is the letter dated 6-7-88 of Govt. of India, Ministry of Labour granting license on the above date 6-7-88 when FCI filed an application dated 23-2-1988, Ex. M4 is the license. Ex. M4 is the license granted to Ex-servicemen Security Service on 8-7-88 which was valid up to 7-7-89. Ex. M5 is a photocopy of the Office Order dated 9-1-87 showing that director has appointed workman and it is information to the management which reads as under :

"the following personnel are hereby appointed as security guards in Ex-servicemen Security Services, Kurukshetra and are directed to report to AM (D)'s for duty :

BGDHAND

No. BC 2038/3346
Bhag Singh Son of Nar Singh,
Village Dadwana, P.O. Kaul,
District Kurukshetra.

BG Kurukshetra

1. Harvinder Singh
S/o Gurdial Singh,
Faridkot House,
Kurukshetra.

Ex-servicemen Security Services reserves the right to terminate the services of the Security Guards at any time without giving any notice or reason.

Sd/-

MD, SSS

Distribution :

1. D.M. (FCI) Kurukshetra"
2. AM (D) BG Dhand

11. This office order appears to be a document prepared by the Contractor showing appointment of a security guard and copy sent to the management Food Corporation of

India three offices. It does not bear the signatures in token of receipt by the workman in any manner or that he was ever shown this office order.

12. The management also filed Ex. M1 the affidavit of R.K. Bansal District Manager and Ex. M6 the affidavit of M.L. Jindal who was stated to be the Contractor. As regard the affidavit of M.L. Jindal Ex., M6 it appears that relevant entries are filled in it including dates as it is prepared by some one and thereafter fill in the blanks were made. The workman has filed his own affidavit in evidence as Ex. W1.

13. Learned counsel for the workman Shri R.S. Tacoria in arguments submitted that it is a simple case workman was removed from service and his services were terminated without any notice, and no enquiry was held and no compensation as required U/s 25 of the I.D. Act, 1947 was paid. Undoubtedly the workman worked for more than 240 days and it is not disputed that Roshan Lal was appointed on 12-1-1987 and other five workmen namely Roshan Lal, Ram Kumar, Moman Singh, Randhir Singh, & Krishan Lal whose cases are separate were appointed on some time on 12-1-1987, 3-12-1987, 31-8-86, 31-8-1986 & 18-5-87 respectively. They all were removed from service on different dates Bhag Singh on 30-3-89. No appointment letter was given to them i.e. the workmen that they were appointed as security guards at depots and gave duty from the date of appointment till the date of their termination as contractor did not file a document showing receipt of appointment letter by the workmen. Without receipt of delivery to workmen it can be said to be fabricated. The workmen worked for almost two years at a stretch continuously and it is not disputed by the management. The only defense of the management is that workman is not their employee, being not appointed by the FCI and his services were taken by M/s Ex-Servicemen Security Service Kurukshetra and that there is no relationship of employer and employee between them. He submitted that workman by his own affidavit and cross-examination on oath has deposed that he was directly employed by the FCI and that his services were terminated without any notice or compensation in violation of Section 25F of the I.D. Act 1947. He also submitted that undisputedly the management is a Govt. statutory body and governed by the statutory rules and regulations. The amangement staff is a staff which is also governed by the rules and regulations. He submitted that the workman is illiterate and poor person and the management officials has exploited their weakness and terminated the services of the workman without complying the mandatory provisions of the I.D. Act. It is submitted that the documents filed by the management are itself show that these are not trustworthy documents and submitted that copy of agreements dated 1-3-1986 and license of the FCI granted on 6-7-88 for appointment of guards/chowkidars through contractor on their application dated 23-2-1988 and it is

story of the management that as per copy of written agreement Ex. M2, the contractor provided services of the workman as chowkidars-cum-guard to the FCI and FCI posted them in different godowns, offices and as per agreement the workmen will work under the direction of the management and they will not raise any objection of posting etc. It is also submitted that workman on oath has proved his case and denied the case of the management that he was not the employee of the FCI Depot Dhand or that his services were taken by the FCI through contractor mentioned above.

14. On the other hand, except copy of document Ex.M2 the management has not filed any document which could prove that Ex.M2 was executed for workmen i.e. list of total workmen supplied to the management, payment received by the contractor from the FCI or that such appointments order were also given to workmen. The management miserably failed to prove that workman was not appointed by the management. Rather by evidence of the poor workman as WW1 himself on oath he stated in his affidavit that he was employed by the FCI and he has denied the suggestion that he was the employee of the contractor and it is also a case of the workman and that it is for the management to prove that the workman was appointed by the contractor as per agreement which the management miserably failed to prove. Accordingly the case of the workman may be allowed and he may be ordered to be reinstated in service with full back wages with all consequential relief.

15. On the other hand the learned counsel for the management submitted that claim is false and the management has proved by the evidence of the contractor and his office order of appointment of the workman which is Ex.M5. He also submitted that it is duty of the workman to call for the record and to prove his claim by calling the documents. By not calling any document of the contractor or that of the FCI the workman has failed to prove his case. The counsel further submitted that the management has proved on record from copy of agreement Ex. M2 between the FCI and the contractor and the management that the management was in possession of license to engage a contractor who will provide security guards for the FCI. That document is Ex.M3. He further submitted that management also proved Ex.M4 which is also a license granted to the contractor. He also submitted that workman has not proved any document. They were not issued any appointment letter by the FCI nor they were in the service of the FCI. To prove their documents as well as their contention and pleadings, the management has examined two witnesses Mr. R.K. Bansal, District Manager and M.L. Jindal and also proved documents Ex.M2 to M5 and affidavits Ex.M1 and M6. He further submitted that there was no relationship of employer and employees between the management and the workmen and the services of the workmen were utilized by the FCI through contractor as

per copy of agreement Ex.M2. Learned counsel for the management Shri Pramod Jain submitted that the management has proved its case fully and workman failed to prove his claim and the reference may be answered in favour of the management.

16. In view of the above submissions, oral evidence of both the parties and documents filed by the management, I have found that in nutshell, as not disputed by the parties, a short point to be resolved is that whether workmen are the employees of the FCI or that workers were provided by the Ex-servicemen Security Service Kurukshetra to the FCI for engagement and utilizing their service as chowkidars in accordance with the copy of agreement Ex.M2.

17. I have found that in this case, the management has filed copy of agreement Ex. M2 which is the base of the case of the management. Other document is Ex M3, letter granting permission for the engagements of workmen through contractor and order of contractor deputing workman for duty with FCI. On perusal of the entire documents, evidence on record and pleading of the parties, I found that there is copy of agreement Ex.M2 dated 3-1-1986 entered into between the contractor and the management. Para 2 of this agreement is reproduced below :

“Whereas the SSS has offered to supply security guards to the Corporation for a period of 89 days initially, extendable by the period if required by the Corporation for the purpose of security under the terms and condition set forth hereunder.”

18. I have found that at the most case of the management could be that on 3-1-1986, the FCI management had made an agreement that the SSS Kurukshetra shall supply chowkidars-cum-guards to the FCI and the agreement was extendable by the period if required by the Corporation. This agreement Ex.M2 exhausted after 89 days i.e. on 1-4-1986 itself. This document whose photocopy was filed in the Court compel to think whether it is genuine document because why only this document i.e. copy of agreement was filed. This document as per its contents expired on 1-4-1986 and the management has not filed any other copy of further agreements in original. As the agreement Ex.M2 expires on 1-4-1986 itself and there is no words to say that it was extended further or during the period in dispute or in the relevant period there existed a agreement between the Ex-servicemen Security Service Kurukshetra and the FCI. Neither management led any oral evidence nor filed any further agreement that there were further agreements after 1-4-1986 to supply the security guard/chowkidars through the Contractor to the FCI. Further more the affidavit of the Contractor M.L. Jindal is dated 8-2-02, it is a affidavit which have been filled in the blanks as columns were left blank when it was prepared and not a typed affidavit.

19. As per agreement Ex.M2, it is clear that it expired after 89 days on 1-4-1986 and only the copy was filed by the management in the Court for the consideration and thereafter no agreement was in existence as not filed. This is the only agreement and there is no agreement for the relevant period for which the workman worked and the management is alleging that during this period the workman was employed by the contractor. Had the management was having relevant executed agreements for the relevant period, they must have produced the same in the Court. Non-production of the agreements between the parties for the relevant period to prove that services of the workman were engaged by the FCI through the contractor, I am of the considered view that as there is no agreement appears to be in existence as not produced by the management in the Court to prove their contentions when the management could prove that the workman worked in the service of the contractor M/s. Ex-servicemen Security Service Kurukshetra for the relevant period. It further make strong the case of the workman as the management failed to produce any document which can corroborates the existence and execution of agreement between the above contractor and the FCI that the workmen was engaged by the FCI through contractor during the relevant period. An office order of the contractor to the management of FCI showing appointment of a workman for the FCI can not prove anything in the absence of any agreement to this effect also or any correspondence like appointment letter handed over to the workman by the contractor. I therefore, hold that the management failed to prove that the workman of this case and other five cases mentioned above which are similar are the employees of the contractor M/s. Ex-servicemen Security Service Kurukshetra and are not the employees of the FCI. The management failed to prove that contractor appointed the workmen as no document was produced that workmen were appointed by contractor and appointment letters were given to the workmen.

20. On the other hand by simple perusing evidence of the workman who is poor and illiterate person by uncontroverted and unshakable oral evidence that he was the employee of the FCI and FCI has engaged him. He denied all the suggestions and thereafter FCI filed a copy of agreement to prove its case which agreement is expired agreement and not applicable for the relevant period. I therefore, hold and decide the reference in favour of the workman that he was appointed by the FCI and he was not the employee of the contractor M/s. Ex-servicemen Security Service Kurukshetra. I further hold that as the workmen were the employees of the FCI and the services of Bhag Singh was terminated on 30-3-1989 or as alleged without any notice and retrenchment compensation and it is a violation of Section 25F of the I.D. Act, 1947.

21. Therefore, the present reference is decided in favour of the workman holding that the action of the management

of FCI Kurukshetra in terminating the services of Bhag Singh Ex-Chowkidar/Watchman w.e.f. 30-3-89 is not just, fair and legal. Accordingly claim of the workman is allowed. He is entitled to be engaged on the same post which he was holding on 30-3-1989 on the date of his termination on the same terms and conditions with continuity of service. Therefore Bhag Singh shall be reinstated as a chokidar in the same capacity as he was working as on 30-3-1989 for with.

22. As regards backwages, the workman neither in his affidavit nor in claim statement has claimed that he remained unemployed during the relevant period after his termination to date. Therefore, in the circumstances he is not entitled to any back wages from 30-3-89 to the date of award. The reference is answered in favor of the workman. Central Govt. be informed. File be consigned to record.

Chandigarh,

26-4-05

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 30 मई, 2005

का. आ. 2187.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एफ.सी.आई. प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नम्बर-I, चण्डीगढ़ (संदर्भ संख्या 1/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-5-2005 को प्राप्त हुआ था।

[सं. एल-22012/72/एफ/93-आई आर (सी-II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 30th May, 2005

S.O. 2187.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1/94) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 30-5-2005.

[No. L-22012/72/F/93-IR (C-II)]

N.P. KESAVAN, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I CHANDIGARH

Presiding Officer : Shri Rajesh Kumar

Case No. ID 1/94

Shri Roshan Lal
S/o Sh. Surjan Singh,
VPO Chujar Majra,
Tehsil & Distt. Kaithal,
(Haryana).

Applicant

Versus

The District Manager,
Food Corporation of India,
Kothi No. 16,
Urban Estate,
Sector 13, Kurukshetra.

Respondent

APPEARANCES

For the workman : Shri Raj Deep Singh Tadoria

For the management : Shri Pramod Kumar

AWARD

Passed on 26-04-05

Central Govt. vide notification no. L-22012/72/F/93-IR (C-II) dated 31st December, 1993 has referred the following dispute to this Tribunal for adjudication :

“ Whether the action of the management of Food Corporation of India, Kurukshetra, in terminating the services of Shri Roshan Lal, S/o Suraj Singh Ex-Chowkidar/Watchman w.e.f. 8-3-90 is just, fair and legal? If not, to what benefits the workman is entitled to and from what date?”

2. Brief facts of the case are that workman filed claim statement claiming in this court that workman was appointed as security guard in the FCI, Depot Dhand, now Teh. & District Kaithal on 1-4-1988, since then the workman was in service in the FCI Depot Dhand as chowkidar. The fact that workman was employed as chowkidar by the FCI Depot Dhand and working there as such is fully borne out from the following records of the FCI Depot Dhand as well :

- (i) The workman presence is marked in the log books for the year 1988, 1989 and 1990.
- (ii) The workman presence is also marked in the Pucca Registers alongwith that of regular employees for the year 1988 and 1989.
- (iii) The workman name is also included in the order files regarding appointment.
- (iv) The workman name is also borne on the pay rolls of the FCI, one copy of the pay roll is retained in the office of the FCI.
- (v) The workman photo was pasted on the Registers of the FCI of the year 1998.

3. That the workman has already actually worked for about three years as chowkidar in the FCI. Depot Dhand and he was in continuous service of the FCI ignoring the notional and permissible breaks, which were not due to any fault on his part. The workman was making requests to the management for regularization of his services.

4. That there is relationship between FCI and workman interse, was directly of master and servant and

the workman was not the servant of any contractor. thus the workman was the direct employee of the FCI and the management instead of regularizing the services of the workman, terminated his services without giving any opportunity of hearing and without payment of retrenchment compensation.

5. That since the workman come within the definition of workman as defined under the I.D. Act 1947, the management has not complied Section 25F of the I.D. Act before removing the workman. In other words, the workman was entitled to be treated in regular service of FCI, Depot Dhand and he is also entitled to draw wages equivalent to other chowkidars working on regular basis as he was also performing the same duties as being performed by the regular chowkidars. The principle of last come first go has not been followed by the management and his services were illegally terminated.

6. The management filed the written statement raising preliminary objection that there is no relationship of servant and master between the workman and the FCI. On merits the management submitted that the workman was never employed by the management and as such workman allegedly calling himself to be workman can not derive any benefit under the I.D. Act 1947, rather workman employed as security guard are not the employed by the management rather their services were hired through a contractor in accordance with the provisions of law. the deployment of chowkidars depends upon the contingency of work and when the procurement is heavy, the watch and ward staff is increased and when the stock liquidate, the watch and ward staff is decreased and deployment of watch and ward staff depends upon the stock position in the depot. And the work done by a chowkidar does not form an integral part of the business of the corporation. It is further submitted that the workman was never appointed as security guard in the FCI Depot, Dhand, District Kaithal on 1-4-1988 and he is not in the service of the corporation since that date as chowkidar. In fact, the District Manager, FCI, Kurukshetra entered into an agreement with M/s. Ex-Servicemen Security Service, Kurukshetra on 3-1-1986 to provide security guards in the various depots of FCI under the District Manager FCI Kurukshetra. The District Manager, FCI Kurukshetra got registration under Section 7 of the Contract labour (R&A) Act, 1970 vide certificate No. 46(R-5)/88-ALR dated 4-7-88 from the Assistant Labour Commissioner (Central) Rohtak and the security agency got licence under Section 12 of the said act vide Licence No. 46(L-45)/88 ALR, dated 8-7-88.

7. The claim of the workman is not correct as workman is not the employee of the FCI and he was the employee of the contractor who was deputed by the above contractor to perform his duties at FCI Depot at Dhand. It is further submitted that as the time of opening and closing of godowns are not in the log book of each sheet, hence it

has been signed by the Security guard as his duty. It is further submitted that every workman has to sign his arrival/departure on duty in the duty register whether he is permanent or employed through contractor and he has to put his signatures in the register kept for the purpose. It is also submitted that appointment letters are issued by the specific agency informing the Assistant manager Depot regarding the deployment of workers. These letters were addressed to the Assistant managers Depot and the same are kept in the file for records. And the management never issued appointment letters to the workman. The name of the workman is not borne in the pay role of the management and as such the question of retaining one copy of the pay rolls as alleged does not arise. In fact the pay rolls are prepared by the Security Agency and the workman are paid by the said Security agency and the record pertaining to payments made to the workmen are maintained by the Security agency and no register as alleged is maintained by the FCI.

8. Workman filed replication wherein he controverted the contents of the written statement and reiterated the claim made in the claim statement.

9. In support of his case, in evidence the workman filed his own affidavit, whereas the management has filed two affidavits Ex. M1 of R.K. Bansal, District Manager and another affidavit Ex. M6 of Mr. M.L. Jindal as contractor of the management for supply of guards to the management.

10. Final arguments heard. Both the parties are in agreement that all six cases one of Roshan Lal and five others are similar and similar facts, evidence and law is referred by the parties. The management has filed copy of a document Ex. M2, agreement alleged to be between the management of FCI and M/s Ex-servicemen Security Service Kurukshetra dated 3-1-1986. This agreement executed on 3-1-1986 is for 89 days and was extendable by the parties for further period if required by the Corporation. As per clause 8 of this agreement, the security guards posted in the depots will obey the instructions of AM(D)/Depot in charge and will not have any objection for posting at any particular unit/watch point. Ex. M3 is the letter dated 6-7-88 of Govt. of India, Ministry of Labour granting license on the above date 6-7-88 when FCI filed an application dated 23-2-1988. Ex. M4 is the licence, Ex. M4 is the license granted to Ex-servicemen Security Service on 8-7-88 which was valid upto 7-7-89, Ex. M5 is a photocopy of the Office Order dated 30-3-1988 showing that director has appointed workman and it is information to the management which reads as under :

"the following personnel are hereby appointed as security guards in Ex-servicemen Security Services Kurukshetra and are directed to report to AM(D)'s for duty : FSD PAHEWA

1. Sat Pal son of Raja Ram
Village Gaocharand, P.O. Pehewa, District
Kurukshetra.

BGDHAND

1. Roshan Lal son of Surjan Singh, VPO
Churmajra, Distt. Kurukshetra.

Ex-servicemen Security Service reserves the right to terminate the services of security guards at any time without giving any notice or reason.

Sd/-

MD, SSS

Distribution :

1. AM (D) PAHEWA
2. AM (D) BG Dhand
3. DMFCI Kurukshetra"

11. This office order appears to be a document prepared by the Contractor showing appointment of a security guard and copy sent to the management Food Corporation of India three offices. It does not bear the signatures in token of receipt by the workman in any manner or that he was ever shown this office order.

12. The management also filed Ex. M1 the affidavit of R.K. Bansal District Manager and Ex. M6 the affidavit of M.L. Jindal who was stated to be the contractor. As regard the affidavit of M.L. Jindal Ex. M6 it appears that relevant entries are filled in it including dates as it is prepared by some one and thereafter fill in the blanks were made. The workman has filed his own affidavit in evidence as Ex. W1.

13. Learned counsel for the workman Shri R.S. Tacoria in arguments submitted that it is a simple case where workman was removed from service and his services were terminated without any notice, and no enquiry was held and no compensation as required U/s. 25 of the I.D. Act 1947 was paid. Undoubtedly the workman worked for more than 240 days and it is not disputed that Roshan Lal was appointed on 30-3-1988 and other five workmen namely Bhag Singh, Ram Kumar, Maman Singh, Randhir Singh and Krishan Lal whose cases are separate were appointed on same time on 12-1-1987, 3-12-1987, 31-8-86, 31-8-86 & 18-5-87 respectively. They all were removed from service Roshan Lal on 8-3-90. No appointment letter was given to them i.e. the workmen that they were appointed as security guards at depots and gave duty from the date of appointment till the date of their termination as contractor did not file a document showing receipt of appointment letter by the workmen. Without receipt of delivery to workmen it can be said to be fabricated. The workmen

worked for almost two years at a stretch continuously and it is not disputed by the management. The only defense of the management is that workman is not their employee, being not appointed by the FCI and his services were taken by M/s. Ex-Servicemen Security Service Kurukshetra and that there is no relationship of employer and employee between them. He submitted that workman by his own affidavit and cross-examination on oath has deposed that he was directly employed by the FCI and that his services were terminated without any notice or compensation in violation of Section 25F of the I.D. Act, 1947. He also submitted that undisputedly the management is a Govt. statutory body and governed by the statutory rules and regulations. The management staff is a staff which is also governed by the rules and regulations. He submitted that the workman is illiterate and poor person and the management officials has exploited their weakness and terminated the services of the workman without complying the mandatory provisions of the I.D. Act. It is submitted that the documents filed by the management are itself show that these are not trustworthy documents and submitted that copy of agreements dated 1-3-1986 and licence of the FCI granted on 6-7-88 for posting of guards/chowkidars through contractor on their application dated 23-2-1988 and it is story of the management that as per copy of written agreement Ex. M-2, the contractor provided services of the workman as chowkidars-cum-guard to the FCI and FCI posted them in different godowns, offices and as per agreement the workmen will work under the direction of the management and they will not raise any objection of posting etc. It is also submitted that workman on oath has proved his case and denied the case of the management that he was not the employee of the FCI Depot Dhand or that his services were taken by the FCI through contractor mentioned above.

14. On the other hand, except copy of document Ex. M2 the management has not filed any document which could prove that Ex. M2 was executed for workmen i.e. list of total workmen supplied to the management, payment received by the contractor from the FCI or that such appointments order were also given to workmen. The management miserably failed to prove that workman was not appointed by the management. Rather by evidence of the poor workman as WW1 himself on oath he stated in his affidavit that he was employed by the FCI and he has denied the suggestion that he was the employee of the contractor and it is also a case of the workman and that it is for the management to prove that the workman was appointed by the contractor as per agreement which the management miserably failed to prove. Accordingly the case of the workman may be allowed and he may be ordered to be reinstated in service with full back wages with all consequential relief.

15. On the other hand the learned counsel for the management submitted that claim is false and the management has proved by the evidence of the contractor and his office order of appointment of the workman which is Ex. M5. He also submitted that it is duty of the workman to call for the record and to prove his claim by calling the documents. By not calling any document of the contractor or that of the FCI the workman has failed to prove his case. The counsel further submitted that the management has proved on record from copy of agreement Ex. M2 between the FCI and the contractor and the management that the management was in possession of license to engage a contractor who will provide security guards for the FCI. That document is Ex. M3. He further submitted that management also proved Ex. M4 which is also a license granted to the contractor. He also submitted that workman has not proved any document. They were not issued any appointment letter by the FCI nor they were in the service of the FCI. To prove their documents as well as their contention and pleadings, the management has examined two witnesses Mr. R.K. Bansal, District Manager and M.L. Jindal and also proved documents Ex. M2 to M5 and affidavits Ex. M1 and M6. He further submitted that there was no relationship of employer and employees between the management and the workmen and the services of the workmen were utilized by the FCI through contractor as per copy of agreement Ex. M2. Learned Counsel for the management Shri Pramod Jain submitted that the management has proved its case fully and workman failed to prove his claim and the reference may be answered in favour of the management.

16. In view of the above submissions, oral evidence of both the parties and documents filed by the management, I have found that in nutshell, as not disputed by the parties, a short point to be resolved is that whether workmen are the employees of the FCI or that workers were provided by the Ex-servicemen Security Service Kurukshetra to the FCI for engagement and utilizing their service as chowkidars in accordance with the copy of agreement Ex. M2.

17. I have found that in this case, the management has filed copy of agreement Ex. M2 which is the base of the case of the management. Other documents is Ex M3, letter granting permission for the engagements of workmen through contractor and order of contractor deputing workman for duty with FCI. On perusal of the entire document, evidence on record and pleading of the parties. I found that there, is copy of agreement Ex. M2 dated 3-1-1986 entered into between the contractor and the management. Para 2 of this agreement is reproduced below :

“Whereas the SSS has offered to supply security guards to the Corporation for a period of 89 days initially, extendable by the period if required by the

corporation for the purpose of security under the terms and conditions set forth hereunder.”

18. I have found that at the most case of the management could be that on 3-1-1986. The FCI management had made an agreement that the SSS Kurukshetra shall supply chowkidars-cum-guards to the FCI and the agreement was extendable by the period if required by the corporation. This agreement Ex. M2 exhausted after 89 days i.e. on 1-4-1986 itself. This document whose photocopy was filed in the Court compel to think whether it is genuine document because why only this document i.e. copy of agreement was filed. This document as per its contents expired on 1-4-1986 and the management has not filed any other copy of further agreements in original. As the agreement Ex. M2 expires on 1-4-1986 itself and there is no words to say that it was extended further or during the period in dispute or in the relevant period there existed an agreement between the Ex-servicemen Security Service Kurukshetra and the FCI. Neither management led any oral evidence nor filed any further agreement that there were further agreements after 1-4-1986 to supply the security guard/chowkidars through the contractor to the FCI. Furthermore the affidavit of the contractor M.L. Jindal is dated 8-2-02, it is a affidavit which have been filled in the blanks as columns were left blank when it was prepared and not a typed affidavit.

19. As per agreement Ex. M2, it is clear that it expired after 89 days on 1-4-1986 and only the copy was filed by the management in the court for the consideration and thereafter no agreement was in existence as not filed. This is the only agreement and there is no agreement for the relevant period for which the workman worked and the management is alleging that during this period the workman was employed by the contractor. Had the management was having relevant executed agreements for the relevant period, they must have produced the same in the Court. Non-production of the agreements between the parties for the relevant period to prove that services of the workman were engaged by the FCI through the contractor. I am of the considered view that as there is no agreement appears to be in existence as not produced by the management in the Court to prove their contentions when the management could prove that the workman worked in the service of the contractor M/s Ex-servicemen Security Service Kurukshetra for the relevant period. It further make strong the case of the workman as the management failed to produce any document which can corroborate the existence and execution of agreement between the above contractor and the FCI that the workmen were engaged by the FCI through contractor during the relevant period. An office order of the

contractor to the management of FCI showing appointment of a workman for the FCI cannot prove anything in the absence of any agreement to this effect also or any correspondence like appointment letter handed over to the workman by the contractor. I, therefore, hold that the management failed to prove that the workman of this case and other five cases mentioned above which are similar are the employees of the contractor M/s Ex-servicemen Security Service Kurukshetra and are not the employees of the FCI. The management failed to prove that contractor appointed the workmen as no document was produced that workmen were appointed by contractor and appointment letters were given to the workmen.

20. On the other hand by simple perusing evidence of the workman who is poor and illiterate person by uncontroverted and unshakable oral evidence that he was the employee of the FCI and FCI has engaged him. He denied all the suggestions and thereafter FCI filed a copy of agreement to prove its case which agreement is expired agreement and not applicable for the relevant period. I, therefore, hold and decide the reference in favour of the workman that he was appointed by the FCI and he was not the employee of the contractor M/s Ex-servicemen Security Service Kurukshetra. I further hold that as the workmen were the employees of the FCI and the services of Roshan Lal was terminated on 8-3-1990 or as alleged without any notice and retrenchment compensation and it is a violation of Section 25F of the I.D. Act, 1947.

21. Therefore, the present reference, is decided in favour of the workman holding that the action of the management of FCI Kurukshetra in terminating the services of Roshan Lal Ex-chowkidar/watchman w.e.f. 8-3-90 is not just, fair and legal. Accordingly claim of the workman is allowed. He is entitled to be engaged on the same post which he was holding on 8-3-1990 on the date of his termination on the same terms and conditions with continuity of service. Therefore Roshan Lal shall be reinstated as a chowkidar in the some capacity as he was working on 8-3-90 forth with.

22. As regards backwages, the workman neither in his affidavit nor in claim statement has claimed that he remained unemployed during the relevant period after his termination to date. Therefore, in the circumstances he is not entitled to any back wages from 8-3-90 to the date of award. The reference is answered in favour of the workman. Central Govt. be informed. File be consigned to record.

Chandigarh.

26-4-05

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 30 मई, 2005

का. आ. 2188.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, डब्लू. सी. एल. प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर (संदर्भ संख्या सी.जी.आई.टी./एन.जी.पी./216/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-5-2005 को प्राप्त हुआ था।

[सं. एल-22012/583/99-आईआर (सीएम-II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 30th May, 2005

S.O. 2188.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. CGIT/NGP/216/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the industrial dispute between the management of WCL and their workmen, which was received by the Central Government on 30-5-2005.

[No. L-22012/583/99-IR (CM-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL, NAGPUR

PRESENT:

Shri E. Ismail, Presiding Officer

Case No. C.G.I.T./NGP/216/2000

Date: 26-4-2005

Shri Shankar Sapoot-Petitioner

Vs.

The Sub Area Manager, W.C.L.—Respondent

AWARD

The Central Government, Ministry of Labour, New Delhi by exercising the powers conferred by clause (d) of Sub-section (1) and Sub section 2(A) of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute for adjudication vide order No. L-22012/583/1999-IR (CM-II) dt. 06-07-2000 on following schedule.

This is the reference by Government of India, Ministry of Labour, "Whether the action of the management of Vishnupuri Colliery of WCL, Pench Area, PO : Parasia, Dist. Chhindwara (MP) in retiring Shri Shankar S/o Sapoot, Shotfirer of Vishnupuri Colliery w.e.f. 01-01-98 is justified? If not, to what relief the workman is entitled?"

That the applicant files claim statement and submits that his actual date of birth is 01-07-38 and not 31-12-37.

That he was appointed on 07-10-1955 at Jatachhapa Colliery and was transferred to N/Chandametha, Bhamori, E/Donganrchikhal etc. and Mahdeopur Mine. At the time, the applicant has given representations to the management that though he is being transferred from one colliery to the other but the date of birth which is written incorrect in the colliery records be corrected, on the basis of the following documents :

1. Shot Firer Certificate	01-07-1938
2. Gastesting Certificate	01-07-1938
3. School Leaving Certificate	01-07-1938

The applicant also submitted that his date of birth was recorded as 01-07-1938 in form 'B' register of Jatachhapa Colliery, on the basis of his school leaving certificate of class 4th, at the time of his appointment. That he has passed Gestesting examination under Mines Act, 1952 where in his date of birth has been recorded as 01-7-1938, on the basis of school leaving certificate. That he has also passed Shotfirer certificate examination under Mines Act, 1961, and in this certificate, his date of birth has been recorded as 01-07-1938. That both the above certificates have been issued by Mining Department of Govt. of India wherein the date of birth is recorded as 01-07-1938 on the basis of school leaving certificate. That the applicant has given representation in accordance with I.I. No. 37 and 76 for correction of his date of birth as 01-07-1938 on the basis of above certificates. That the management has corrected the date of birth of the many workers, on the basis of mining certificates such as Overman, Mining Sirdar, Shot Fire, Gastesting, Boiler Attendant etc. in the year 1991, and also in accordance with the memorandum of settlements in form 'H' with INTUC and BMS unions dated 02-07-91 and 11-12-91 respectively. That the applicant's date of birth in old Form 'B' register were prepared in the year 1981-82 and 1987-88. That prior to the retirement, the applicant has submitted representation to the management for considering his date of birth as 01-07-1938 and not 31-12-1937. However the Form 'B' register of E/Dongarchikhal Colliery shows his date of birth as 01-07-1938.

That the union also raised the issue in the I.R. Meeting and was promised by the management for corrective action but nothing was done. The applicant/union were raising the issue with the management for correctness of date of birth from time to time but without taking the same into consideration, retired the applicant, wrongfully w.e.f. 01-01-1998. The Secretary of the union has given representation dt. 16-11-97 to the management that the date of birth of the applicant was written as 01-07-1938 in the LPC received by Mahadeopuri Colliery but the same was cut and made 01-01-1938 as such requested the management for correcting the date of birth as 01-07-1938. That after unlawful retirement, the applicant while requesting for gratuity payment again pointed out to

the management that his date of birth is 01-07-1938 and his retirement has been effected on the wrong entry made by the office administration. That the management may be advised to produce Form 'B' register of E/Dongarchikhali Colliery and Form 'A' of CMPF which may indicate the correct date of birth of the applicant. That the management has taken his date of appointment as 06-12-1977 based on their records which was also wrong but the Controlling Authority under payment of Gratuity Act and ALC (Chhindwara) has considered his date of appointment as 07-10-1955 on the basis of appointment letter dt. 07-10-1955 issued by the Manager, Jatachhapa Colliery. That the management may be directed to pay the salary and retirement dues and all the allowances, benefits to the applicant considering his date of birth as 01-07-1938.

A written statement was filed stating that the workman was appointed in Bhamori Colliery on 06-12-1971. As per service record his date of birth is 01-01-38. According to Coal Mines Regulation Register of employment known as Form 'B' is maintained by the management. Particulars of the workman in the Form 'B' Register are recorded on the basis of declaration given by the workman concerned. In the Form 'B' Register maintained by the management the date of birth of the workman has been recorded as 01-01-38. The entries in the Form 'B' Register also counter signed by the workman as a token of correctness of the entries made therein. The workman does not dispute any entries made in the Form 'B' Register except the date of birth. This itself shows that the dispute in respect of date of birth has been raised by the workman after a lapse of so many years and on the verge of retirement as a result of after thought.

In view of the aforesaid, there cannot be any doubt that the date of birth of the workman is 01-01-38. The workman has claimed his date of birth as 01-07-38, which is factually incorrect and without any basis.

Apart From maintaining the From 'B' Register the management maintain various other records in respect of each employee. In the case of the workman the management has maintained the service register, wherein the date of birth of the workman has been recorded as 36 years as on 01-01-74 (01-01-38). The workman has put his thumb impression acknowledging the correctness of the entries made in the service register. As earlier stated the workman was initially appointed in Bhamori Colliery of Pench Area. Subsequently, he was transferred to North Chandametta Colliery and then to Mahadevpuri Colliery of Pench Area. While he was transferred from North Chandametta Colliery. His last pay certificate was prepared and sent by the said North Chandametta Colliery. In the said L.P.C. the particulars of the workman have been recorded as per the record being maintained with the said colliery. The said L.P.C. the date of birth of the workman has been recorded as 01-01-38.

Because of the increase in the dispute with regard to age recorded in the official record the JBCCI has decided

to issue guidelines for settlement of such issues. Accordingly under NCWA-II implementation, instructions No. 37 has been issued by the Member Secretary JBCCI vide Circular dt. 19-02-81. Under the said II No. 37 a notice was displayed in the year 1982, in which details and the date of birth of the employees were displayed. In the said notice also the date of birth of workman has been shown as 01-01-38. Through the above notice the management invited objection if any on the date of birth being recorded in the official record. In spite of above notice, the workman did not raise any objection. Had the workman got any grievance, he would have reported the same within the stipulated period of 90 days in the light of the said II No. 37. In view of the fact that the workman did not raise any objection as contemplated in the aforesaid instruction, he cannot now challenge the entries made in various statutory records maintained by the management.

Clause IV-B of the I.I. 76 deals with review/determination of date of birth in respect of existing employee. The relevant clause is reproduced below :—

Review/determination of date of birth I respect of existing employee :

- (i) (a) In case of the existing employees Matriculation Certificate or Higher Secondary Certificate issued by the recognized University or Board or Education and/or Department of public instruction and admit cards issued the aforesaid bodies should be treated as correct provided they were issued by the said Universities/Board/Institutions prior to the date of employment.
- (ii) (b) Similarly, Mining Sirdarship, Winding Engineer or similar other statutory certificate where the Manager had to certify the date of birth will be treated as authentic. Provided that where both documents mentioned in (I) (a) and (I) (b) above are available, the date of birth recorded in (i) (a) will be treated as authentic.
- (iii) Wherever there is no verification in records, such cases will not be reopened unless there is very glaring and apparent wrong entry brought to the notice of the management, the management after being satisfied on the merits of the case will take appropriate action for correction through Age Determination Committee/Medical Board.

That, the details of date of birth recorded in various records of the company, such as Form 'B' Register, service excerpt, service register, L.P.C. etc., are as under :—

- (1) Form 'B' Register dated 01-01-38.
- (2) Service Register dated 01-01-38.
- (3) LPX dated 01-01-38.
- (4) Service excerpts (36 years as on 1974).

That, the workman has asked for correction of his date of birth at the fag-end of his service, without any substance or authentic record, therefore the reference may be answered in favour of the collieries.

The workman submitted Rejoinder. He submits that he has submitted his School Leaving Certificate which shows his date of birth 01-07-38 and Shot Firer Certificate and Gas Testing Certificate shows his date of birth as 01-07-38. The issue was discussed in the meeting on 17-05-96.

The petitioner examined himself as WW1 and deposed that he was working as Shot Firer at Mahadevpuri Colliery of WCL prior to his retirement. Exhibit W1, W2, W3 are the copies of Shot Firer Certificate, Gas Testing Certificate and School Leaving Certificate. Exhibit W4 is the copy of his representation dt. 29-12-97. W5 is the INTUC union's representation dt. 16-11-97. Exhibit W8 shows his PF deductions, it is not true that he was appointed on 06-12-71 but he was appointed on 07-10-1955. That for payment of Gratuity, the Competent Authority also decided my case taking into consideration the date of appointment as 07-10-1955, after perusal of all the records. That even if the year is recovered in the record of the management, 1st July of that year should have been taken as date of birth, as per the provisions of clause (I) of Annexure (I) of I.I. No. 76 of NCWA-III, which reads as under :

"It was agreed that in cases when instead of date of birth, year has been recorded, 1st, July of the year will be deemed to be the date of birth."

Shri D.K. Chourey, Senior Personal Officer was examined, who deposed that as per statutory record register called Form 'B', the workman was declared his date of birth as 01-01-1938. Date of birth was recorded as 36 years on 01-01-1974. He has put his signature and thumb impression in Exhibit M2. Even in Exhibit M4, it was shown 36 years on 01-01-1974.

Much has been argued from both the sides. According to petitioner he joined in 1955. According to management he joined in 1971 but he was paid gratuity from 1955 according to the petitioner but however it has come in evidence by the petitioner himself that the union represented about his date of birth on 16-11-97 vide Exhibit W5 and he himself represented vide Exhibit W4 on 29-12-97.

Suffice it to say that the Hon'ble Supreme Court says in 1993 Supp(1) Supreme Court Cases 763 where the Lordship held that the representation received after 18 years for correction of date of birth held that it can be dismissed at pre hearing state. Here also it may be seen that document dt. 20-04-1987 (Exhibit M8), his date of birth is recorded as 01-01-1938. In M10 also his date of birth is recorded as 01-01-1938. In M4 and M2 also it is recorded as 01-01-1938 and when he had Exhibit W3 in his possession since

15-11-1960 why did he give it to management approaching the management after 27 years just 2 months before retirement is belated and the petitioner deserves no relief and award is passed holding the action of the management of Vishnupuri Colliery of WCL, Pench Area, PO Parasia, Distt. Chhindwara (MP) in retiring Shri Shankar S/o Sapooth, Shot Firer of Vishnupuri Colliery w.e.f. 01-01-1998 is justified.

Award passed accordingly. Transmit.

E. ISMAIL, Presiding Officer

SCHEDULE

Witness of petitioner : Shri Shankar Sapoot, WW1.

Witness of respondent : Shri D.K. Chourey, MW1.

Exhibits of petitioner : Shot Fire Certificate, W1
Gas Testing Certificate, W2
School Leaving Certificate, W3
Representation dt. 29-12-97, W4
INTUC Union's letter dt. 16-11-97 to the Personal Manager, W5
Appointment letter dt. 7-10-1955, W6
Record note of documents dt. 12-05-96, W7
Copy of letter dt. 30-06-89 of Welfare/Personnel Officer, Bhamuri Colliery, W8
A Copy of application dt. 17-8-98, W9.

Exhibits of respondent : Copy of Form 'B' Register, M1
Copy of Service Register, M2
Copy of last pay certificate being issued by the North Chandametta Colliery, M3
Service excerpts issued in the year 1987, M4
Retirement Notice No. 1116, M5
Retirement Notice No. 555 dt. 20-06-97 and 02-07-97, M6.

नई दिल्ली, 30 मई, 2005

का. आ. 2189.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, आल इण्डिया रेडियो के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर (संदर्भ संख्या सी.जी.आई.टी.-29/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-5-2005 को प्राप्त हुआ था।

[सं. एल-42012/275/2002-आईआर (सी-II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 30th May, 2005

S.O. 2189.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No CGIT-29/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the management of All India Radio, and their workmen, which was received by the Central Government on 30-5-2005.

[No. L-42012/275/2002-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,

JAIPUR

Case No. CGIT-29/2003

Reference No. L-42012/275/2002-IR (C-II)

Sh. Ramesh Chand Sharma,
S/o Sh. Ram Niwas Sharma,
R/o Baharu Ghati, Post-Balupur,
Tehsil-Rajghat, Dist.-Alwar,
Alwar (Rajasthan)

.....Applicant

Versus

1. The Deputy Director,
All India Radio,
Akashwani Bhawan,
Parliament Street,
New Delhi.
 2. The Station Director,
All India Radio,
Alwar
 3. The Secretary,
Ministry of Information and Broadcasting,
New Delhi
-Non-applicants

Present :

Presiding Officer, Sh. R.C. Sharma

For the applicant : Sh. Kan Singh Rathore

For the non-applicants : Sh. T.P. Sharma

Date of Award : 28-04-2005

AWARD

The Central Government in exercise of the powers conferred under Clause 'D' of Sub-section 1 to Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act') has referred the following Industrial Dispute for adjudication to this Tribunal which runs as under :

“क्या प्रबंधन प्रसार भारतीय आकाशवाणी के द्वारा कर्मकार श्री रमेश चन्द्र शर्मा पुत्र श्री राम निवास शर्मा की सेवाएं दिनांक 1-4-2002 समाप्त करना न्यायोचित है ? यदि नहीं, तो कर्मचारी किस लाभ का हकदार है और किस तिथि से ?”

2. The workman in his statement has pleaded *inter alia* that he was employed as a 4th class by the non-applicant management on 1-9-1994, whose service was terminated on 1-7-1995 and he had raised an Industrial Dispute. Consequent upon transmitting the reference to the CGIT, Jaipur the Tribunal *vide* its award dated 25-5-2000 ordered his reinstatement in service with its continuity and 50 per cent back wages. He was taken back on duty on 11-8-2000 by the establishment, who raised his demand for payment of back wages before the concerned authorities, which irked them and he was terminated on 27-3-2002. He, thereafter, raised an Industrial Dispute before the Conciliation Officer, who submitted a failure report to the Central Government which has referred this Industrial Dispute to the CGIT.

3. The workman has further averred that his service was terminated w.e.f. 3-4-2002 vide order dated 27-3-2002 issued by the management. But the post of 4th class are lying vacant in the department and the similar work is available with the establishment. He has stated that at the time of his termination the junior persons to him were retained by the management. He has alleged that the non-applicant establishment has acted in violation of provisions under Section 25-G and 25-H of the Act. He has further submitted that the non-applicant establishment has contravened the provisions under Section 25-F of the Act since one month notice and the retrenchment compensation were not given to him. He has added that the bank had deducted Rs. 70 out of the draft amount and the compensation amount was not legally sufficient. He has urged that his termination order dated 27-3-2002 whereby his service was terminated w.e.f. 1-4-2002 be declared unjust and illegal and he be reinstated in the service with back wages.

4. The non-applicants, in their written counter, have disputed the claim of the workman by stating that vide award dated 25-5-2002 an option was given to the management to terminate the service of the workman, if required, may be terminated in accordance with the provisions under Section 25-F of the Act, that 1 month notice was issued to him whereby his service was terminated w.e.f. 2-5-2002, but the workman wilfully absented himself from duties w.e.f. 1-4-2002. They have further denied any contravention under Sections 25-G and 25-H of the Act on the part of the establishment.

5. In the rejoinder, the workman has reiterated the facts as narrated in his statement of claim.

Point Nos. I and II

6. Since both the parties have reiterated the plea relating to contravention of the provision under Section 25-F of the Act on the count of completion of 240 days of actual work in the calendar year preceding to the date of termination, it led the court in framing the issue on this point and the parties have also adduced the evidence

thereon respectively, though this matter relates to the issue framed and discussed in the earlier award dated 25-5-2000 of this Tribunal. However, both the parties during the course of final hearing of the dispute on mutual consent have confined themselves to the relevant question of the violation under Section 25-F, clauses (a) and (b) of the Act, which is involved in this dispute as to whether the retrenchment of the workman by All India Radio is legally proper and valid.

7. I have heard both the parties and have gone through the record.

8. The Ld. representative for the workman contends that the workman was employed as class 4th by the non-applicant management, whose service was terminated on 1-7-1995 and the dispute was referred to this CGIT, which vide its award dated 25-5-2000 directed the non-applicant management to reinstate him and he was consequently reinstated on 11-8-2000. But by the notice dated 27-3-2002, his service was again terminated and he was not taken on duty w.e.f. 1-4-2002. The Ld. representative further submits that the management has not issued one month notice to the workman before terminating his service, nor the sufficient retrenchment compensation has been given to the workman. His submission is that the compensation worth Rs. 9285 was paid to him by the bank draft in which Rs. 70 were deducted by the bank as its clearance charges. He has also contended that in accordance with the minimum wages the compensation amount has not been given to the workman.

9. *Per contra*, the Ld. representative for the non-applicant contends that the workman himself absented from the duty, who was served with one month notice and after compliance of the notice his service was terminated. The Ld. representative further contends that sufficient retrenchment compensation was also sent to him by the registered bank draft which has been received by him and the management has acted in accordance with the direction of this tribunal which states that if the services of the workmen are not required then these may be dispensed with in accordance with the provisions of the Act.

10. I have bestowed my thoughtful consideration to the rival contentions and have carefully gone, through the judicial decisions relied upon by both the parties.

11. Section 25-F, clause (a) lays down that no workman shall be retrenched until he has been given one month's notice in writing indicating reasons for retrenchment and the period of notice is expired. Its clause (b) says that the employer is required to pay the compensation amount to the workman at the time of his retrenchment.

12. Now the question which calls for consideration is whether the management has followed both the requirements *supra*.

13. Notice Ex. W17 dated 27-3-2002 was issued by the management to the workman which has been received by him admittedly on 3-4-2002 at his residents. It speaks that since his services are not required, his services would be terminated after expiry of the one month since the date of the receipt of the notice.

14. The management could not be able to bring on record any documentary evidence indicating the date of the receipt of this notice. As stated earlier, the oral evidence of the workman is only available on this point, who has admitted that it was received by him on 3-4-2002 at his residence.

15. The workman has alleged that he was declined to join the duty by the management w.e.f. 27-3-2002, whereas the management's stand is that the workman has left the job on his own. In his cross-examination, he has deposed that he was refused to attend the office on 27-3-2002 and from 1-4-2002 to 1-5-2002 he had not attended the office. He has emphatically denied the suggestion put to him on behalf of the management that he had left the job w.e.f. 1-4-2002 and has stated that he was continued on the post by the management. It cannot be presumed that the workman, whose service was earlier terminated by the management w.e.f. 1-7-1995 and who could after a long legal battle won his case and was reinstated on 11-8-2000 in pursuance of the award dated 25-5-2000 would absent himself without any reason from his duties. It was for the management to prove by adducing reliable evidence that the workman had left the job on his own, which it has failed to establish. It, therefore, flows on the aforesaid facts that the service of the workman was orally discontinued by the management on or about 1-4-2002 and thereafter the notice was issued to him contrary to Section 25-F, clause (a) of the Act inasmuch as his service was terminated prior to the expiry of one month notice period. Besides, the notice Ex. W-17 does not contain the reasons for retrenchment as envisaged in clause (a) to Section 25-F of the Act. Thus, the notice Ex. W17 is invalid in view of the aforesaid provision.

16. Now I am faced with the another question as to whether the dues payable to the workman were given to him by the management on the date of his retrenchment. The Id. representative for the workman has rightly contended that the dues should be paid to the workman on the date of his retrenchment simultaneously in view of the clause (b) of Section 25-F of the Act.

17. The stand of the management is that the retrenchment compensation was paid to the workman by the registered draft mailed to him. Firstly, it is not in dispute that the retrenchment compensation was not paid to the workman on the date of his retrenchment, and, secondly it has also not been disputed that Rs. 70/- were deducted by the bank as its clearance charges, which converts it into the inadequate compensation amount. Accordingly, the management has also failed to observe the requirement laid down under clause (b) of Section 25-F of the Act.

18. The Ld. representative for the workman in support of his submission has relied upon 1984 RLR 981. The facts thereof are that while passing the numerous orders of retrenchment, few workmen who were entitled to receive payment simultaneously at the time of retrenchment, could not receive the payment on the same day. The finding of the tribunal that the employer had not paid the dues payable to such workmen under Section 25-F, clauses (a) & (b) of the Act at the time of retrenchment was considered to be just and upheld by the Hon'ble Court. The submission made on behalf of the workman finds support from the decision and is accepted accordingly.

19. The submission advanced on behalf of the workman that adequate compensation amount was not paid to him in contravention of clause (b) of Section 25-F of the Act is also fortified from the decision reported in 2004 Lab IC SC 3466.

20. The Ld. representative for the management has referred to the following decisions in support of his submission, which I have carefully gone through, but their facts are quite dissimilar to the present controversy and the Ld. representative does not derive any assistance from them 2002 SCC (L&S) 367, 2003 (1) LLJ Mad. 1015, 1997 SCC (L&S) 478 and 2001 (1) WLC 592.

21. For the forgoing reasons, it is concluded that the non-applicant management has terminated the service of the workman in violation of provisions under Section 25-F, clauses (a) & (b) of the Act. This point is, therefore, decided in favour of the workman and against the management.

Point No. III

22. The workman has neither disclosed in his claim statement nor in his affidavit the names of those junior persons who were retained by the management at the time of terminating his service. Thus, he has failed to bring on record any evidence on this point, which is decided against him.

Point No. IV

23. Likewise, the workman has also not named any person who was recruited after his termination by the management in his claim statement or even in his affidavit. Thus, he has also not adduced the evidence on this point. That being the position, this point is also decided against the workman.

Point No. V

24. On account of the decision of point No. I in favour of the workman, his claim deserves to be allowed and he is entitled to be reinstated in the service.

25. In the result, the reference is answered in the affirmative in favour of the workman and it is held that his termination order dated 1-4-2002 is illegal and unjust and

he is entitled to be reinstated in service with its continuity. He is further entitled to get the 50% back-wages w.e.f. 1-4-2002 to the date of this award. The award is passed in these terms accordingly.

26. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R. C. SHARMA, Presiding Officer

नई दिल्ली, 30 मई, 2005

का. आ. 2190.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, डब्ल्यू. सी. एल. प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर (संदर्भ संख्या सी.जी.आई.टी./एन.जी.पी./127/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-5-2005 को प्राप्त हुआ था।

[सं. एल-22012/52/1999-आईआर (सी-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 30th May, 2005

S.O. 2190.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. CGIT/NGP/127/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the industrial dispute between the management of WCL, and their workmen, received by the Central Government on 30-5-2005.

[No. L-22012/52/1999-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NAGPUR

PRESENT:

SHRI E. ISMAIL, Presiding Officer

Case No. C.G.I.T./NGP/127/2000

Date: 27-4-2005

Shri Rajayya Piraiyya—Petitioner

Vs.

The Sub Area Manager, W.C.L. Ballarpur—Respondent

AWARD

The Central Government, Ministry of Labour, New Delhi by exercising the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute for adjudication vide order No. L-22012/52/1999-IR (C-II) dt. 31-08-1999 on following schedule.

"Whether the action of the management namely Sub Area Manager, Ballarpur Colliery 3 & 4 Pits of Western Coalfields Ltd., PO: Ballarpur, Distt. Chandrapur in terminating the services of Sh. Rajayya Piraiyya, Ex-Loader, Ballarpur Colliery is legal and justified? If not, to what relief the workman is entitled and from what date? What other directions are necessary in the matter?"

The employee was appointed in WCL, Ballarpur Colliery, 3 & 4 Pits as Loader on 4-5-79. He received a grievous leg injury in the course of employment. He was treated at Lala Peth Colliery Hospital, Chandrapur. There after he was declared fit. On 16-3-86 the medical board assessed permanent partial disablement as 0%. He was declared fit for original job. He requested to send them to apex medical board, which also declared fit on 14-9-86. He requested for night job but not given and he was dismissed without conducting inquiry. Although the petitioner had applied several times to provide him a light job on surface. He filed for compensation and the Compensation Commissioner Chandrapur awarded him compensation of 42714/- along with interest of 6% from 1-7-85 & penalty of 45% of the amount of compensation. The Workman's Compensation Commissioner assessed lost of earning capacity to the extent of 50%. That he has been a victim of unfair labour practice hence declaring him as deserter by removing him from employment on 16-3-88 as *null and void*. He may be directed to reinstate by providing him with a light job, with continuity of service and back wages.

A written statement was filed that although he was declared medically fit he did not joined and was insisting for a light job. He was dismissed as a deserter. He was also provided free medical treatment and wages. Dr. Patiyal did not provide any treatment he only provided a certificate to the workman. That again the decision of the Commissioner for Workman's Compensation appeal is pending before High Court. Hence the reference may be ordered in favour of management.

As no domestic enquiry was conducted hence no question of deciding the validity of domestic enquiry.

The petitioner examined himself. Deposed to the said facts stated in the claim statement and also deposed that he had been to Dr. Patiyal renowned and experience orthopaedic surgeon who examined him and opined there is mal union of fracture right tibia fibula in valgus position and that he has permanent disability of right tibia fibula bone. He was removed on 6-3-88. He may be reinstated.

In the cross the medical board examined, examination.

He examined another witness name Samayya who deposed that the injury disabled WW. He admitted that the medical board examined the petitioner. He examined another witness by name Premdas, who also deposed to

the said facts. In the cross examination he denied that the medical board declared WW1 unfit.

The management examined Shri D.K. Chandok, Personal Manager as MW1. He deposed to the facts stated in the counter filed by the employer. In the cross examination he deposed that he denied all suggestions.

The management examined Dr. S. Subramanian, Chief Medical Officer, who was working as Medical Suptd. Lal Peth Medical Hospital during 85 to 87. He said that WW1 was treated and medical board declared him fit vide exhibit M2.

The petitioner's counsel argued that the very fact that the Commissioner, Workman's Compensation, Chadrapur granted him 42714/- on the basis of the evidence of Dr. Patiyal and no doctor was examined by the respondent and that he has represented in 86-97, 91, 92 & 94. Therefore he may be reinstated with back wages and continuity of service.

It is argued by the learned counsel for the respondent that the said compensation case is pending in the Hon'ble High Court and the medical board had declared him fit, therefore he is not entitled for any relief.

It may be noted that the petitioner has been declared as deserter as far back as 6-3-88 and the reference is on 31-8-99 that means he approached the ALC after a gap of 10 years. That it self is fatal to his case and the medical board has declared him fit, but Dr. Patiyal deposed before Commissioner for workman's compensation. That there is some mal union and he is unfit to work under ground. He has worked only for 6 years and in view of the divergent opinions and the fact that he has already received 42000 as compensation and his monthly wages was 1643 hence I am of the opinion that instead of giving him a job at this length of time. The ends of justice will be met if he is granted a lump sum compensation of Rs. 20,000. The payment is to be made within 30 days of the publication of this award failing which he will be entitled for 6% interest per annum.

E. ISMAIL, Presiding Officer

SCHEDULE

- | | | |
|------------------------------|---|--------------------------------|
| (1). Witness for petitioner | — | Shri Rajayya Pirayya as WW1. |
| | | Shri Premdas Atkuriwar as WW2. |
| (2). Witness for respondent | — | Shri D. K. Chandok as MW1. |
| | | Shri S. Subramanian as MW2. |
| (3). Exhibits for petitioner | — | Nil |
| (4). Exhibits for respondent | — | Nil |

नई दिल्ली, 30 मई, 2005

का. अ. 2191.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, डब्ल्यू. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर (संदर्भ संख्या सी.जी.आई.टी./एन.जी.पी./255/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-5-2005 को प्राप्त हुआ था।

[सं. एल-22012/50/2000-आईआर (सी-II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 30th May, 2005

S.O. 2191.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/NGP/255/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the industrial dispute between the management of WCL and their workmen, received by the Central Government on 30-5-2005.

[No. L-22012/50/2000-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NAGPUR

PRESENT:

Shri E. Ismail, Presiding Officer

Case No. C.G.I.T./NGP/255/2000

Date : 26-4-2005

Shri Damodhar J. Khiratkar—Petitioner

Vs.

The Sub Area Manager, W.C.L. Rajur—Respondent

AWARD

The Central Government, Ministry of Labour, New Delhi by exercising the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute for adjudication vide Order No. L-22012/50/2000-IR (CM-II) dt. 21-08-2000 on following schedule.

“Whether the action of the management namely Sub Area Manager, Rajur Sub Area of Western Coalfields Ltd.

in terminating Sh. Damodhar Janardhan Khiratkar, Explosive Carrier, Rajur Colliery, Pits, is legal proper and justified? If not, to what relief the workman is entitled and from which date? What other directions are necessary in this matter?”

A claim statement was filed by the petitioner stating the facts that he was in services of party No. 1 since last 13 years. Prior to his termination of services. The service record of the party No. 2 was clean and unblemished. It is also submitted that party No. 2 was not issued with the charge sheet. No reasonable opportunity of being heard was given to him. No advance notice was given, no relevant document were also given to the party No. 2 while conducting any domestic enquiry. More over inquiry report was also not furnished to the party No. 2 after completion of enquiry. Under such circumstances inquiry is forged, defective and against the principles of natural justice. That the enquiry officer wrongly form his opinion that the charge are proved against the party No. 2 without proper enquiry and on that basis the punishment of dismissal is imposed. The enquiry officer/disciplinary authority had not taken into consideration back service record before imposing the punishment of termination.

Further the petitioner stated that neither the enquiry has been conducted nor any proceeding *ex parte* communicated to party No. 2. Thus if any enquiry conducted against party No. 2 lacks of principles of natural justice and fair opportunity of being heard. Thus the action of the management W.C.L. Rajur Sub Area in termination of service of Shri D.J. Khiratkar is illegal and unjustified and hence the workman is entitled to reinstate in service with full back wages.

A counter was filed by the respondent stating that the petitioner was habitual absentee. He gave his written explanation to the chargesheet and inquiry was conducted. He was given full opportunity to defend himself and availing the services of co-workers. He examined himself as defence witness. Inquiry report was handed over to him. Past record was also considered. He was terminated on 21-7-94. As such the reference may be order in favour of the company.

A rejoinder was filed that the petitioner was working since 9-1-1981 and terminated on 24-7-1994. That he met an accident in 1992. The over man had allotted duty in the section of tramer while he was in the section of exclusive carrier. Due to which accident took place and his left hand has been fractured for which he was admitted in the company hospital for 2/92 and onwards. Due to this accident he was absent in 92 & 93.

My learned predecessor did not decide the validity of domestic inquiry.

It may be seen that the Hon'able Supreme Court has held in A.I.R. Supreme Court 1963 page No. 194 and laid down five conditions for the fairness of the enquiry.

1. I have gone through the chargesheet, which shows that in 1992 he attended only for 61 days. Charge sheet is clear hence point No. 1 answered in favour of the management.

2, 3 & 4. I have gone through the inquiry report and all these conditions have been satisfied.

5. The inquiry officer has given the findings with reasoning; hence I hold that the inquiry is validly conducted. It has also come in evidence that in 1990, 1991, when there was no accident he has worked less number of days. The evidence that has been let in has to eschewed, but there are medical certificates to show his ill health. Much has been argued on either side, but I am of the opinion that as he was sick and therefore one chance can be given to him with certain conditions, hence the references answered as follow :

The workman Sh. Damodhar J. Khiratkar shall be reinstated on the last pay drawn as explosive carrier on the following conditions:—

1. He shall put in minimum musters for three consecutive years.

2. If he fulfils condition No. 1 he shall be regularized and the services from 9-1-81 to 24-7-94 shall be considered for terminal benefit.

If he is not reinstated within 30 days of the publication of Award he will be entitled to last pay drawn.

E. ISMAIL, Presiding Officer

SCHEDULE

- (1) Witness for petitioner — Shri D.J. Khiratkar
- (2) Witness for respondent — Shri Hari Singh Laguri Suptd. of Mines as MW1.
- (3) Exhibits for petitioner — W-1 Identity Card of WCL dt. 9-1-81.
- W-2 Indentity for Explosive senior worker.
- W-3 Pay-slip for 1994.
- W-4 Termination letter.
- W-5 application for postponement of enquiry.

■ W-6 Final Medical Certificate.

■ W-7 Final Fitness Certificate.

■ W-8 application for leave on medical ground.

(4). Exhibits for respondent — Nil

नई दिल्ली, 30 मई, 2005

का. आ. 2192.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, डब्ल्यू. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर (संदर्भ संख्या सी.जी.आई.टी./एन.जी.पी./78/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-5-2005 को प्राप्त हुआ था।

[सं. एल-22012/392/1997-आईआर (सी-II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 30th May, 2005

S.O. 2192.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/NGP/78/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the industrial dispute between the management of WCL, and their workmen, received by the Central Government on 30-5-2005.

[No. L-22012/392/1997-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NAGPUR

PRESENT:

SHRI E. ISMAIL, Presiding Officer

Case No. C.G.I.T./NGP/78/2000

Date : 25-4-2005

Shri Podeti Komaraiyya Durgayya—Petitioner

Vs.

The Sub Area Manager, W.C.L. —Respondent

AWARD

The Central Government, Ministry of Labour, New Delhi by exercising the powers conferred by clause (d) of sub-section (1) and sub section 2(A) of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute for adjudication vide Order No. L-22012/392/97 (C-II) dtd. 15-12-1998 on the following schedule.

“Whether the action of the management WCL, Chandrapur Area in terminating the services of Sh. Podeti K. Durgayya, Ex-badli filler w.e.f. 26-08-89 is legal and justified? If not, to what relief the workman is entitled and from which date? What other directions are necessary in the matter?”

The claim petition was filed stating that the concerned employee Shri Podeti Komariyya Durgayya, Ex-Badli filler who was initially appointed as coal filler on 15-11-74 could not attend to his duties due to some domestic reasons, which were beyond his control in the month of August 1989. A notice was issued to him on 14-8-89, which was not actually served to him. By letter dated 26-8-89 he was removed from services.

The above workman's case was taken up for re-employment by the Union and a settlement dated 30-12-89 was arrived between the above named Union and the above name workman was to report between 15 days from 30-12-89. Subsequently the petitioner reported but he was not taken. He approached to the management between 90 to 95 but to no avail. The termination is without following the I.D. Act and 25 F of the ID Act. One Kankaiah Durgayya although declared medically unfit yet he was taken in service in 96 hence there is discrimination. It is therefore prayed that the petitioner be re-instated with full back wages.

A counter was filed stating that the petitioner Podeti Komariyya Durgayya was terminated on the ground of abandonment of service. His previous attendance was 1986-161 days 1987-124, 1988-117, 1989-50. He was absenting from 28-6-89 without intimation. A show cause notice was issued that and he was terminated and no appeal was filed. In view of settlement dated 30-12-89 he was to report within 15 days, he did not report. Management took a lenient view and vide letter dated 30-1-1990 extended the date for reporting till 13-2-1990 which was further extended till 14-3-1990. Unions slept for 7 years hence there are no merits in the case.

General Secretary, Shri G.V.R. Sharma examined as WW1 and deposed to the facts stated in the petition.

Much has been argued stating that the petitioner joined on 15-11-1974 and dismissed on 26-8-89. No proof of service of notice. Here the reference is whether terminating the services on the workman from 26-8-89 is

justified. He relies on AIR 1977 Supreme Court page No. 31 where it was held that termination of service by efflux of time amounts to retrenchment. Non compliance of Sec. 25-F(b) Labour Court held justified in awarding reinstatement with full back wages and he relied on several judgments and prayed for reinstatement with back wages.

It is argued by the learned counsel for the respondent that he was dismissed again he was given chance under a settlement he did not report, time was extended twice he did not report and the Union kept quiet for 7 years and the petitioner is not entitled for any relief. He also relied 2000 LAB. I.C. 2326 where it was held that unauthorized absence from duty failure of delinquent to respond to notice—setting aside of order of termination of services illegal. He there prays that the reference may be ordered in favours of management.

It may be noted that in answering the reference the subsequent events also will have to be considered. The petitioner was removed from rolls on 26-8-89. He was given number of chances under settlement to report, he did not report and after 7 years he approached. All these delay itself shows that he was not interested in the job. However taking the length of the litigation and his services from 1974 to 1989 I am of the opinion that he is entitled to some relief. Hence the references answered as follows :

The action of the Management of WCL Chandrapur area in terminating the services of Shri Podeti Komariyya Durgayya, Ex-badli filler w.e.f. 26-8-89 is modified as voluntary retirement from 26-8-89 hence he will be entitled for all eligible terminal benefits.

E. ISMAIL, Presiding Officer

SCHEDULE

- | | |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| (1). Witness for petitioner | — Padeti Komariyya Durgayya WW1,
G.V.R. Sarma WW2. |
| (2). Witness for respondent | — Nil |
| (3). Exhibits for petitioner | — Termination notice dated 26-8-89 W1
Memorandum of Settlement dated 30-12-89 W2. |
| (4). Exhibits for respondent | — Memorandum of Settlement dtd. 30-12-89 MW1.
Settlement dtd. 30-12-89 MW2.
Implementation of settlement dtd. 30-12-89 MW3. |

नई दिल्ली, 30 मई, 2005

का. आ. 2193.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, ई. सी. एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण आसनसोल (संदर्भ संख्या 40/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-5-2005 को प्राप्त हुआ था।

[सं. एल-22012/311/2003-आईआर(सी-II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 30th May, 2005

S.O. 2193.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 40/2004) of the Central Government Industrial Tribunal-cum-Court, Asansol, as shown in the Annexure in the Industrial Dispute between the management of E.C.L., and their workmen, received by the Central Government on 30-5-2005.

[No. L-22012/311/2003-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT : SRIMD. SARFAZ KHAN, PRESIDING OFFICER.

REFERENCE NO. 40 OF 2004

PARTIES: The Agent, Chora Colliery, Kenda Area of E.C. Ltd.,
P.O. Bahula,
Distt., Burdwan. ... Management
Vs.

Shri Jagannath Paswan, U.G. Loader represented by Sri S.K. Pandey,
General Secretary, Koyala Mazdoor, Congress, Asansol. ... Workman.

REPRESENTATIVES:

For the Management : Sri P.K. Das, Advocate.
For the Workman : Sri S. K. Pandey, General Secretary of the Union.
(Union)
Industry : Coal. State : West Bengal.

Dated 2-3-2005.

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government of India through the Ministry of Labour vide its Order No. L-22012/311/2003-IR(CM-II) dated 30-6-2004 has been pleased to refer the following dispute for adjudication by this Tribunal:

“Whether the action of the Management of Chora Colliery under Kenda Area of M/s. Eastern Coalfields Limited in dismissing Sri Jagannath

Paswan, U.G. Loader from services w.e.f. 14-7-2003 is legal and justified? If not, to what relief is the workman entitled?”

2. After receipt of the aforesaid order of reference summons were issued to the respective parties through the registered post and having received the summons both the parties appeared in the Court through their representatives and filed their separate sets of written statement in support of their respective claims.

3. In brief compass the case of the workman concerned as per his written statement is that Sri Jagannath Paswan was in employment of the company as U.G. Loader at Chora Colliery of M/s. Eastern Coalfield Limited.

4. The main case of the delinquent workman is that he became sick and reported at Government Health Centre on 27-11-2002 and continued his treatment at dispensary up to 26-3-2003. After being declared fit. The workman reported to the management but he was not allowed to resume his duty.

5. The further case of the workman is that he was charge-sheeted vide charge-sheet No. ECL/CH/06B/03/467, dated 28-3-2003. The workman had replied to the charge-sheet and submitted all documents related to his sickness during enquiry proceedings, the enquiry officer unfortunately gave his findings against the workman ignoring all rules and regulation. In view of the facts mentioned above it is claimed to be absolutely clear that the dismissal of Sri Jagannath Paswan from the service of the company is illegal and unjustified. It is prayed that the management of Chora Colliery under Kenda Area of M/s. ECL to reinstate the workman in service with payment of full back wages for the period from the date of dismissal will all consequential benefits.

6. On the other hand the defence case of the management as per its written statement in brief is that the instant reference is bad in the eye of law and the very dispute is entirely misconceived one.

7. The main defence case of the management is that the concerned workman was chargesheeted for his unauthorised absence from his duty for the period from 27-11-2002 to 28-3-2003 as per the provisions of certified standing order. The delinquent workman submitted his report to the chargesheet but the explanations submitted by the workman was found to be totally unsatisfactory and as such a domestic enquiry proceedings was held under the said chargesheet in presence of the delinquent workman and he all along participated in the enquiry proceedings and he was given all reasonable opportunities to defend his case in accordance with the principles of natural justice.

8. The further case of the management is that the enquiry officer after conclusion of his enquiry proceedings held the workman guilty for the charges and the charge of misconduct was fully established in his enquiry findings submitted before the appointing authority. The punishing

authority having been fully satisfied with the findings of the enquiry officer along with connected papers and past attendance of the workman awarded a punishment of dismissal from service in accordance with the gravity of misconduct.

9. It is also the case of the management that the second show cause notice was also served to the workman and he was supplied with the copy of the enquiry proceedings. The workman concerned was previously punished for the similar type of misconduct in the year 2002 and his 3 increments were stopped twice in the same year.

10. It is denied that the workman due to his illness could not attend his duty. He did not report his illness before the management and the medical certificate is claimed to be manufactured one. It is prayed that the action of the management to be held to be totally justified in dismissing the workman and the workman is not entitled to seek any relief.

11. On perusal of the record it transpires that on 22-12-2004 a hearing on the preliminary point was made. The validity and fairness of the enquiry proceedings was not challenged by the delinquent employee as he had duly participated in the enquiry proceedings. So the enquiry proceeding was held to be fair and valid and accordingly the date for final hearing of the dispute on merit was fixed. The final hearing of the dispute was taken up on 23-2-2005 and the award was kept reserved for order.

12. In the light of the pleadings of the parties and the materials available on the record I do find certain facts which are admitted by the respective parties. So before entering into the discussion of the merit of the case I would like to mention the facts which are admitted one.

13. It is the admitted fact that Sri Jagannath Paswan underground Loader was the permanent employee at Chopra Colliery of M/s. Eastern Coalfield Limited.

14. It is the further admitted fact that the concerned workman was absent from his duty with effect from 27-11-2002 to 28-3-2003 without any prior permission and information to the management.

15. It is also admitted fact that the workman concerned was chargesheeted on 28-3-2003 and he had replied the chargesheet and subsequently a domestic enquiry was conducted by an enquiry officer and the workman had duly participated in the enquiry proceedings and sufficient opportunity was given to defend himself and the enquiry officer gave his findings against the workman. It is also admitted that during the course of enquiry the workman had filed the medical certificates and treatment papers.

16. These all facts are the admitted facts and as per the settled principles of law the facts admitted need not be proved. So I do not think proper to discuss these facts in detail.

17. The management in para 1 of its pleadings has taken the plea that the instant reference is bad in the eye of law as the same is not legally maintainable. It is also claimed that in view of the facts and the circumstances of the case the dispute is misconceived one. But the aforesaid issue was neither raised nor pressed by the management during the course of hearing of the dispute. The management has also not examined any oral witness nor tendered even a chit of paper in support of its plea. As such I do not find any defect in the maintainability of this reference and the facts of the case very well come under the purview of Industrial Dispute, Act 1947. The Government of India through the Ministry of Labour has rightly referred the dispute to this Tribunal for its adjudication and as such this issue is decided against the management.

18. It is apparent from the perusal of the record that none of the parties has examined any oral witness in support of their case rather both sides have filed some documents. The management has filed the original copy of the enquiry proceeding and its report. The union has filed the Xerox copy of the enquiry proceeding its report and treatment papers including the medical certificates and the copy of its reply to the chargesheet issued against him. These all documents are admitted one as the genuineness of the same has not been challenged by either side.

19. It is clear from the enquiry proceedings and its report that the delinquent employee had received the chargesheet and had participated in the proceedings. He has categorically admitted in his statement before the enquiry officer during the proceedings that he failed to inform the competent authority during the said period of his sickness due to physical ailment. He has further stated in his statement that due to sudden attack with jaundice he was compelled to be absent from his duty since 27-11-2002 to 26-3-2003. He was completely bed ridden during the said period and during those relevant period he was under the medical treatment of Govt. Health Centre of Jamuria Block Medical Department. (Bahadurpur BPHC) from 1-12-2002 to 26-3-2003. Besides this the enquiry officer has also categorically mentioned in his findings that although the chargesheeted workman was suffering from viral hepatitis with Peptic ulcer syndrome as Ext. D/I and as per his statement. But he could have informed the colliery authority regarding the reason of his absents from duty as a token of permission to his outside medical treatment other than company's hospital/dispensary but not done.

20. In view of the above facts, circumstance enquiry proceedings and the findings of the enquiry officer I find that the workman concerned was admittedly absent from his duty w.e.f. 27-11-2002 to 26-3-2003 about four months continuously without any prior permission and information of the colliery authority. The enquiry officer has rightly held him guilty for an unauthorised absence under clause 17(1)(n) of the Model Standing Order applicable to the establishment and in view of the aforesaid facts the

delinquent employee deserves some suitable punishment for the alleged charge of misconduct proved as provided in the Model Standing Order applicable to the establishment.

21. Now the only main point for consideration before the Court is to see as to how for the punishment awarded to the delinquent workman by the management is just, proper, and proportionate to the alleged nature of misconduct proved ?

22. Heard both the sides on the aforesaid point in question in detail. It was submitted by the side of the workman that it is a simple case of an unauthorised absence of about four months only and the absence from the duty during the relevant period is duly explained and the reasons of absence supported with medical certificates have been found sufficient and relevant by the enquiry officer and that is why the enquiry officer in his finding has not mentioned a word that the unauthorised absence was without any sufficient cause. The medical certificate granted by the Block medical Officer B.P.H.C. Jamuria go to show that the delinquent employee was suffering from viral hepatitis (Jaundice) with peptic ulcer syndrome followed by sprain (R.I.) ankle with L.B.P. after full from 1-12-2002 to 26-2-2003 and this fact find support from the findings of the enquiry officer as well. I find much force in the argument of the union side on this point and I am convinced to hold that the workman was absent during the relevant period under the compelling circumstance beyond his control.

23. During the course of further argument it was submitted that the workman concerned has got unblemish record during the service period and there has not been any complain of any misconduct either unauthorised absence or any other sorts of. The management has also not chargesheeted him for habitual absence nor any any chit or paper in this regard has been filed in the Court nor before the enquiry officer. Had there been any complain of habitual absence the workman must have been chargesheeted for the same. This point of argument is also supported with the facts available in the record, and it can be concluded that it is the first offence of the workman which has been sufficiently explained and supported by the medical certificate indicating the compelling circumstance beyond the control of the concerned workman.

24. It was vehemently argued by the union that it is a simple case of an unauthorised absence for about four months under the compelling circumstance which can not be claimed to be a gross misconduct. The attention of the Court was also drawn towards the specific provision of the Model Standing Order where the extreme punishment prescribed is dismissal as per the gravity of the misconduct and it was claimed that the extreme penalty can not be imposed upon the workman in such a minor case of alleged misconduct of an unauthorised absence for a few months. The argument of the Union in the light of the prevailing

facts and the specific provision provided there in appears to be reasoned and convincing.

25. It has been several times clearly observed by the different Hon'ble High Courts and the Apex Court as well that before imposing a punishment of dismissal it is necessary for the disciplinary authority to consider socio-economic back ground of the workman his family back ground, length of service put in by the employee, his past records and other surrounding circumstances including the nature of the misconduct and lastly the compelling circumstances to commit the misconduct. These are the relevant factors which must have to be kept in mind by the authority at the time of imposing the punishment, which has not been done by the management in this case.

26. Undoubtedly the delinquent employee is an illiterate man of Paswan by caste who is the member of the Scheduled Caste and weaker section of society. He is admittedly financially poor and weak who has suffered a lot for about more than three years and he had never been gainfully employed any where during the period after his dismissal. The attention of the Court was also drawn by the union towards the provision of the Model Standing Order laid down under clause 27(1) page-15 where various minor punishment have been prescribed to be awarded according to the gravity of the misconduct I fail to understand as to why only maximum punishment available under the said clause should be awarded in the present facts and circumstance of the case. It has been observed by the Hon'ble Apex Court that justice must be tempered with mercy and that the delinquents workman should be given an opportunity to reform himself and to be loyal and disciplinary employee of the management.

27. However I am of the considered view that the punishment of dismissal for an unauthorised absence for about four months under the compelling circumstance and without any *mala fide* intention is not just and proper rather it is too harsh a punishment which is totally disproportionate to the alleged misconduct proved. Such a simple case of unauthorised absence under a compelling circumstance does not come under the definition of gross misconduct and the same should have been dealt with leniently by the management.

28. In this view of the matter I think it just and proper to modify and substitute the punishment exercising the power under section 11(A) of the Industrial Dispute Act, 1947 to meet the ends of justice and accordingly the impugned order of dismissal of the concerned workman is hereby set-a-side and he is directed to be reinstated with the continuity of the service and in the light of the prevailing facts and circumstances and the misconduct for which the punishment of dismissal was imposed on the workman concerned I think it appropriate that the delinquent workman be imposed a punishment of strict warning not to repeat the same in future. It is further directed that the workman will be entitled to get only 50% of the

back wages which will serve the ends of justice. Accordingly it is hereby

ORDERED

That let an award be and the same is passed. Secretary to send the copies of the award to the Ministry of Labour for information and needful. The reference is accordingly disposed off.

Md. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 30 मई, 2005

का. आ. 2194.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, ई. सी. एल. प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण आसनसोल (संदर्भ संख्या 28/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-5-2005 को प्राप्त हुआ था।

[सं. एल-22012/287/97-आईआर(सी-II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 30th May, 2005

S.O. 2194.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award Ref. No. 28/1998 of the Central Government Industrial Tribunal-cum Labour Court, ASANSOL, as shown in the Annexure in the Industrial Dispute between the management of E.C.L., and their workmen, which was received by the Central Government on 30-5-2005.

[No. L-22012/287/1997-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT: Sri Md. Sarfaraz Khan,
Presiding Officer.

Reference No. 28 of 1998.

PARTIES: The Agent, Sripur Seam Incline Colliery,
M/s. E.C. Ltd.,
P.O. Sripur Bazar,
Distt., Burdwan.

....Management

VS

Sri Deonandan Singh, Loading Clerk
Sripur Seam Incline Colliery,
M/s. E.C. Ltd.,
P.O. Sripur Bazar,
Distt., Burdwan.

....Workman

REPRESENTATIVES:

For the Management : Sri B. Chaudhury, Advocate

For the Workman : None

Industry : Coal. State : West Bengal

Dated 8-4-2005

AWARD

In exercise of the powers conferred by clause (d) of sub-section 1 and sub-section 2(A) of the Section 10 of the Industrial Dispute Act, 1947 (14 of 1947), Government of India through the Ministry of Labour vide its Order No. L-22012/287/97-IR(CM-II) dated 20-7-1998 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

"Whether the action of the management of Sripur Seam Incline Colliery of M/s. E.C.L. in denying the wages for the period from 11-10-95 to 07-11-95 on account of stoppage of work of Sh. Deonandan Singh, Loading Clerk is justified? If not, to what relief is the workman concerned entitled?"

2. In pursuance of the aforesaid order of reference received from the Government of India through the Ministry of labour, summons were issued to both the parties by the registered post. Having received the notices of summons both the parties appeared and filed their respective written statement in support of their claims.

3. From perusal of the record it transpires that since 04-04-2002 the union is absent and left taking any steps in this case on its behalf. The record goes to show that registered notice was sent to the union for appearance but even after receipt and due service of the notice, no step was taken nor the union appeared in this case. The order sheet goes to show that the union is regularly absent since 04-04-2002 which indicates that the union has got no interest in this case and does not want to proceed with this case. This reference is old one and pending since the year 1998. So it is not just and proper to keep the record pending any more as no purpose is to be served. Accordingly a "NO DISPUTE AWARD" is passed. Let the copies of the award be sent to the Ministry of Labour for information and needful. The reference is accordingly disposed off.

Md. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 2 जून, 2005

का. आ. 2195.—केन्द्रीय सरकार संतुष्ट हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (vi) के उपबंधों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.आ. 3251 दिनांक 8-12-2004 द्वारा लोह अयस्क खनन उद्योग जो कि औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 16 में शामिल है, को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 18-12-2004 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (vi) के परन्तुक द्वारा प्रदत्त

शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 18-6-2005 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[फा. सं. एस-11017/13/97-आई आर (पी एल)]

जे.पी. पति, संयुक्त सचिव

New Delhi, 2nd June, 2005

S.O. 2195.—Whereas the Central Government having been satisfied that the public interest so required that in pursuance of the provisions of sub-clause (vi) of the clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour S.O. No. 3251 dated 8-12-2004 the service in the Iron Ore Mining Industry which is covered by item 16 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947) to be a public utility service for the purpose of the said Act, for a period of six months from the 18th December, 2004;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947 the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act, for a period of six months from the 18th June, 2005.

[F. No. S-11017/13/97-IR(PL)]

J.P. PATI, Jt. Secy.

आदेश

नई दिल्ली, 6 जून, 2005

का. आ. 2196.—जबकि भारत सरकार टकसाल के प्रबंधन के संबंध में नियोजकों और उनके कर्मकारों के बीच इसके साथ संलग्न अनुसूची के संदर्भ में औद्योगिक विवाद को दिनांक 2-12-2004 के आदेश संख्या एल.-16011/2/2003-आई.आर. (डी.यू.) के द्वारा केन्द्रीय सरकार औद्योगिक अधिकरण-एवं-श्रम न्यायालय संख्या-2, मुंबई को न्यायनिर्णयन हेतु भेजा गया था;

और जबकि माननीय कलकत्ता उच्च न्यायालय ने रिट याचिका 8741 (डब्ल्यू)/2005 में सरकार को इस आदेश की प्राप्ति की तारीख से दो सप्ताहों की अवधि के भीतर इस विवाद को समुचित प्राधिकरण के समक्ष प्रस्तुत करने का निदेश दिया है;

और जबकि केन्द्रीय सरकार का यह मत है कि उक्त औद्योगिक विवाद को राष्ट्रीय औद्योगिक अधिकरण को भेजना समीचीन होगा क्योंकि यह मामला उक्त प्रबंधन के प्रतिष्ठानों से संबंधित है जो एक से अधिक राज्य में स्थित हैं :

अतः, अब केन्द्र सरकार धारा 10(1क) के साथ पठित औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7 ख द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक राष्ट्रीय औद्योगिक अधिकरण की

स्थापना करती है जिसका मुख्यालय कोलकाता में होगा तथा श्री एच.बनर्जी, वर्तमान में पीठासीन अधिकारी, केन्द्रीय सरकार औद्योगिक अधिकरण, कोलकाता को इसके पीठासीन अधिकारी के रूप में नियुक्त करती है। राष्ट्रीय अधिकरण अपना पंचाट छः माह की अवधि के भीतर देगा।

जहां तक सरकार द्वारा इस मंत्रालय के दिनांक 2-12-2004 के आदेश संख्या एल.-16011/2/2003 आई.आर.(डी.यू.) के द्वारा केन्द्रीय सरकार औद्योगिक अधिकरण एवं-श्रम न्यायालय संख्या-2, मुंबई को विद्यमान विवाद को संदर्भित किये जाने का संबंध है, औद्योगिक विवाद अधिनियम, 1947 की धारा 10 की उप-धारा-6 (क) के संबंध लागू होंगे।

अनुसूची

“क्या प्रति सप्ताह कार्य घंटों को 37.5 घंटों से बढ़ाकर 44 घंटे किये जाने (पांचवें वेतन आयोग की अनुशंसा के अनुसार) के लिए 19 प्रतिशत क्षतिपूर्ति न दिये जाने की भारत सरकार टकसाल के प्रबंधन की कार्रवाई उचित एवं विधिसम्मत है? यदि नहीं तो कामगार किस राहत के पात्र हैं?”

[फा. सं. एल-16011/3/2004-आई आर (डीयू)]

कुलदीप राय वर्मा, डैस्क अधिकारी

ORDER

New Delhi, the 6th June, 2005

S.O. 2196.—Whereas an industrial dispute between employers in relation to management of India Government Mint and their workman in respect to the schedule hereto annexed was referred for adjudication to Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai vide order No. L-16011/2/2003-IR(DU) dated 2-12-2004.

And whereas the Hon'ble High Court of Kolkata in W.P. 8741(W)/2005 has directed the Government to refer the dispute before the appropriate authority within a period of two weeks from the date of communication order.

And whereas the Central Government is of the opinion that it would be expedient to refer the said Industrial Dispute to a National Industrial Tribunal as the matter pertains to establishments of the said management located in more than one State.

Now, therefore, the Central Government, in exercise of the powers conferred by Section 7 B of the I.D. Act, 1947 (14 of 1947) read with Section 10 (1A) hereby constitutes a National Industrial Tribunal with the Head Quarters at, Kolkata and appoint Sh. H. Bannerjee, presently Presiding Officer, at Kolkata as its Presiding Officer. The National Tribunal will give its award within a period of six months.

As regards the existing reference of the dispute made by Government vide this Ministry's Order No.

L-16011/2/2003-IR(DU) dated 2-12-2004 to Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai, the provisions of sub-section (6) (a) of Section 10 of the I.D. Act, 1947 will apply.

SCHEDULE

"Whether the action of the management of India Govt. Mint in not granting of 19% compensation for the increased working hours from 37.5 hours per week to 44 hours per week (as per recommendation of Vth Pay Commission), is just and legal? If not, to what relief the workmen are entitled to?"

[No. L-16011/3/2004-IR(DU)]

KULDEEP RAI VERMA, Desk Officer

नई दिल्ली, 6 जून, 2005

का. आ. 2197.—केन्द्रीय सरकार संतुष्ट हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (VI) के उपबंधों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.आ. 3353 दिनांक 15-12-2004 द्वारा कोयला उद्योग जो कि औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 04 में शामिल है, को उक्त अधिनियम के प्रयोजना के लिए दिनांक 17-12-2004 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (द) के उप-खण्ड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए दिनांक 17-6-2005 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[फा. सं. एस-11017/2/97-आईआर (पीएल)]

जे. पी. पति, संयुक्त सचिव

New Delhi, the 6th June, 2005

S.O. 2197.—Whereas the Central Government having been satisfied that the public interest so requires that in pursuance of the provisions of sub-clause (vi) of the clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour No. S.O. 3353 dated 15-12-2004 the service in the Coal Industry which is covered by item 4 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947) to be a public utility service for the purpose of the said Act, for a period of six months from the 17th December 2004.

And whereas, the Central Government is of opinion that public interest requires the extension of the said Period by a further period of six months.

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of Section 2 of the Industrial Dispute Act, 1947, the Central Government

hereby declares the said industry to be a public utility service for the purposes of the said Act, for a period of six months from the 17th June, 2005.

[F. No. S-11017/2/97-IR(PL)]

J. P. PATI, Jt. Secy.

नई दिल्ली, 9 जून, 2005

का. आ. 2198.—कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) की धारा 5 की उप-धारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा श्री विनीत विरमानी को केन्द्रीय न्यासी बोर्ड के एक सदस्य के रूप में नियुक्त करती है और दिनांक 17-03-2003 को भारत के राजपत्र, असाधारण के भाग II, खण्ड 3, उप-खण्ड (ii) में प्रकाशित भारत सरकार, श्रम मंत्रालय का.आ. 295(अ.) दिनांक 13-03-2003 की अधिसूचना में निम्नलिखित संशोधन करती है।

2. उक्त अधिसूचना में प्रविष्टि सं. 27 श्री आर. के. सोमानी, अध्यक्ष और प्रबंधक निदेशक, एसोचम के लिए निम्नलिखित प्रविष्टि अन्तःस्थापित की जाएगी, अर्थात् :—

श्री विनीत विरमानी

अध्यक्ष, एसोचम,

प्रबंध निदेशक,

एस.पी. विरमानी एण्ड सन्स प्रा.लि.

15, गोल्फ लिंक्स, नई दिल्ली-110003

[फा. सं. वी-20012/2/2003-एसएस-II]

संयुक्ता राय, अवर सचिव

New Delhi, the 9th June, 2005

S.O. 2198.—In exercise of the powers conferred by sub-section (i) of Section 5A of the Employees Provident Fund & Miscellaneous Provisions Act, 1952 (19 of 1952) the Central Government hereby appoints Shri Vineet Virmani as a member of the Central Board of Trustees and makes the following amendment in the Notification of the Government of India in the Ministry of Labour S.O. 295(E) dated the 13-03-2003 published in Part II, Section 3, Sub-section (ii) of the Gazette of India, Extraordinary dated 17-03-2003.

2. In the said notification for entries against serial No. 27 "Shri R.K. Somany, Chairman and Managing Director, ASSOCHAM", the following entries shall be substituted namely :—

Shri Vineet Virmani

Chairman, ASSOCHAM

Managing Director

S.P. Virmani & Sons Pvt. Ltd.

15th, Golf Links, New Delhi-110 003

[F. No. V-20012/2/2003-SS-II]

SANJUKTA RAY, Under Secy.